

05-1028-CD

Ford Motor vs. Tina Ball

2005-1028-CD

Ford Motor v. Tina Ball

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,

)
) NO. 05-1028-CD

Plaintiff

v.

TINA M. BALL,

Defendant(s)

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
Ford Motor Credit Co.
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

April 21, 2006 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

BALL, TINA 2800.2815.wpd

Nov. 7, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

Dec. 2, 2005 Document
Reinstated/Reissued to Sheriff/Attorney
for service.

Deputy Prothonotary

FILED 100-81 Atty pd. 85.00
JUL 14 2005

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
) NO.
Plaintiff)
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v.)
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TINA M. BALL,)
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NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK
COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD MOTOR CREDIT CO., by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUME & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Motor Credit Co., is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Tina M. Ball, an adult individual, who is believed to currently reside at 9343 Tyrone Pike, Iriona, Pennsylvania 16656.
3. On or about October 25, 2000, the aforesaid Defendant entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. "Seller" thereafter assigned the Contract to Plaintiff, Ford Motor Credit Company.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of \$604.74 commencing on, November 24, 2000.

6. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract.

9. After calculating early termination charges due to Plaintiff, Plaintiff avers that a deficiency balance of \$9,359.89 is due from Defendant as of January 21, 2005

10. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

11. Plaintiff avers that such attorney's fees will amount to \$2,800.00.

12. Despite repeated request, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$9,359.89, interest from the date of breach, reasonable attorney's fees in the amount of \$2,800.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:

Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 10/25/00

Buyer (and Co-Buyer) Name and Address (Including County and Zip Code)

TINA M BALL
MAIN STREET PO BOX 52
MAHAFFY PA 15757

CREDITOR (Seller Name and Address)

COURTESY FORD INC
401 PLEASANT VALLEY BLVD
ALTOONA PA 16602

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreement below.

New/Used	Year and Make	Model	GVM if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	01 FORD	F150	GVWR	1FTRW08W71K085982	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in	Year and Make	Gross Allowance	Amount Owning
N/A		N/A	N/A

1. Cash Price	\$ 27410.00	(1)
2. Down Payment		
Third Party Rebate Assigned To Creditor	\$ N/A	
Cash Down Payment	\$ N/A	
Trade-in N/A	\$ N/A	\$ N/A

Year and Make	Gross Allowance	Amount Owning

Total Down Payment	\$ N/A	(2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 27410.00	(3)

4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)		
---	--	--

To Insurance Companies for

Credit Life Insurance (for term of contract)	\$ N/A
Credit Disability Insurance (for term of contract)	\$ N/A

N/A	[Term Months (Estimate)] \$ N/A
-----	---------------------------------

To Public Officials (1) for license (\$ N/A), title (\$ 22.50), & registration (\$ 58.50) fees \$ 81.00:	
--	--

(ii) for filing fees \$ 5.00:	
-------------------------------	--

(iii) for taxes (not in Cash Price) \$ 164.60	\$ 1735.00
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To for Passenger Service	\$
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To COURTESY FORD for DOL/NOTARY/ONLINE	\$ 55.00
--	----------

To FORD MOTOR CO. for SERVICE CONTRACT	\$ N/A
--	--------

To GEN SYS SOLUTION for ONLINE REGISTRATION FB	\$ N/A
--	--------

Total	\$ 1790.00
-------	------------

5. Amount Financed (3 plus 4)	\$ 29200.00	(5)
-------------------------------	-------------	-----

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment of \$ N/A
8.90 %	\$ 7083.80	\$ 29200.00	\$ 36284.40	\$ 36284.40

Number of Payments	Amount of Each Payment	When Payments are due
59	\$ 604.74	(monthly starting)
1 final	\$ 604.74	11/24/00

Penalty: If you pay off your debt early, you will not have to pay a penalty.

Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and payment penalty.

Small Vehicles: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as both parts and goods put on the vehicle and money or goods received for the vehicle.

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: *Tina M. Ball*

CO-BUYER:

Do not sign this contract in blank.

You are entitled to an exact copy of the contract you sign.
Keep it to protect your legal rights.*Tina M. Ball*100
Vehicle. The
his contract.

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

Credit Life, **AMERICAN REPUBLIC**
Insurer **TINA M BALL**
\$ N/A Premium N/A Insured(s)
Signature(s)

Disability, **AMERICAN REPUBLIC**
Insurer **TINA M BALL**
\$ N/A Premium N/A Insured
Signature

Type of Insurance **Term**
N/A \$ N/A
Insurer Premium
Signature

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Comprehensive \$ N/A Deductible Collision
 Fire- Theft-Combined Additional Coverage
 Towing and Labor
 Term N/A Months (Estimate)
Premium \$ N/A

QUESTIONS?

Ford Credit



PLEASE CALL US AT 1-800-727-7000

99-001

EXHIBIT 11

ADDITIONAL AGREEMENTS

A. Payments and Summary Notice: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - WARRANTIES : You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Charge: You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

It: You will be in default if

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you are in default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in or on the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to retake the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERRIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a complete copy of this contract and the Credit Agreement.

BRANCH COPY

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

(C) BUYER SIGNS

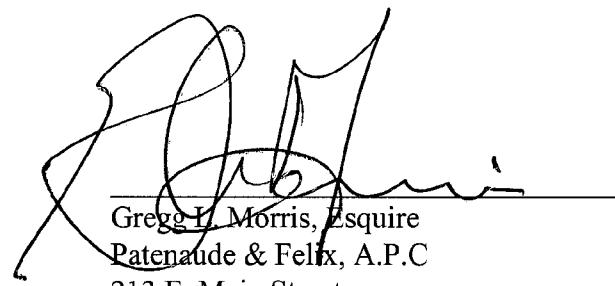
BUYER SIGNS

VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: 7/12/05



Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

**PRAECIPE TO
REINSTATE
COMPLAINT**

Filed on behalf of:
Ford Motor Credit Co.,
Plaintiff

Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
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(412)429-7675

BALL, TINA 2800.2815.wpd

FILED *Any pd. 7.00*
11/25/01
NOV 07 2005 *ICC #1 Complaint*
Reinstated to

William A. Shaw
Prothonotary/Clerk of Courts

Shff
(6K)

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

PRAECIPE TO REINSTATE COMPLAINT

TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, Ford Motor Credit Company, and against Defendant, above named. Thank you.

Date: 10/31/05

Respectfully submitted:

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100645**

FORD MOTOR CREDIT CO.

Case # **05-1028-CD**

VS.

TINA M. BALL

SHERIFF RETURNS

NOW November 10, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. BALL, DEFENDANT. HOUSE BURNT DOWN, CAN'T LOCATE DEFENDANT.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUME	30530	10.00
SHERIFF HAWKINS	PATENAUME	30530	35.87

Sworn to Before me This

So Answers,

____ Day of 2005


Chester A. Hawkins
Sheriff

FILED
01/14/06
NOV 10 2005
WILLIAM A. SHAW
Prothonotary/Clerk of Courts

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FORD MOTOR CREDIT CO.,

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Filed on behalf of:
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Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

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213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

BALL, TINA 2800.2815.wpd

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

JUL 14 2005

Attest.

William L. Ball
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

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Patenaude & Felix, A.P.C.
213 E. Main Street
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(412) 429-7675

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 10/25/00

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

TINA M BALL
MAIN STREET PO BOX 52
MAHAFFY PA 15757

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100 vehicle. The
his contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	01 FORD	F150	GVWR	1FTRW08W71K085982	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	Year and Make	Gross Allowance	Amount Owning
N/A		N/A	N/A

1. Cash Price \$ 27410.00 (1)
2. Down Payment
3. Third Party Rebate Assigned To Creditor \$ N/A
4. Cash Down Payment \$ N/A
5. Trade-In N/A \$ N/A \$ N/A \$ N/A
6. Total Down Payment \$ N/A (2)
7. Unpaid Balance of Cash Price (1 minus 2) \$ 27410.00 (3)
8. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)

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Credit Life Insurance (for term of contract) \$ N/A
Credit Disability Insurance (for term of contract) \$ N/A

N/A [Term _____ Months (Estimate)] \$ N/A

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registration (\$ 58.50) fees \$ 81.00;
(ii) for filing fees \$ 5.00;
(iii) for taxes (not in Cash Price) \$ 1649.60 \$ 1735.00
To COURTESY FORD for Messenger Service \$ _____
To FORD MOTOR CO. for DOC/NOTARY/ONLINE \$ 55.00
To GEN-SYS SOLUTION for ONLINE REGISTRATION FEE N/A
Total \$ 1790.00 (4)
5. Amount Financed (3 plus 4) \$ 29200.00 (5)

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Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and payment penalty.

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BUYER: *Tina M. Ball*

CO-BUYER:

Do not sign this contract in blank.

**You are entitled to an exact copy of the contract you sign.
Keep it to protect your legal rights.**

Tina M. Ball

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

<input type="checkbox"/> Credit Life	AMERICAN REPUBLIC
Insurer	TINA M BALL
\$ Premium	N/A
Insured(s)	
Signature(s)	

<input type="checkbox"/> Disability	AMERICAN REPUBLIC
Insurer	TINA M BALL
\$ Premium	N/A
Insured	
Signature	

N/A	N/A
<input type="checkbox"/> Type of Insurance	Term
N/A	\$ N/A
Insurer	Premium
Signature	

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Comprehensive N/A Deductible Collision
 Fire- Theft-Combined Additional Cover
 Towing and Labor
 Term N/A Months (Estimate)
Premium \$ N/A

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

99-001

EXHIBIT

ADDITIONAL AGREEMENTS

A. Payments and Summary Notices: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - WARRANTIES: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Charge: You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You gave false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you are in default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in or on the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to repossess the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

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Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a copy of this contract and this Guaranty.

BRANCH COPY

FC 17637-1 APR 89 (Premises described may NOT be used)

SEE BACK FOR ADDITIONAL AGREEMENTS

Buyer Signs: _____ (Co) Buyer Signs: _____

Seller: CREDITMEN INC. By: _____
By signing below, the Seller accepts this contract if no other Assignee is named in a separate assignment attached to this contract, the Seller assigns it to Ford Motor Credit Company.

Buyer acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.

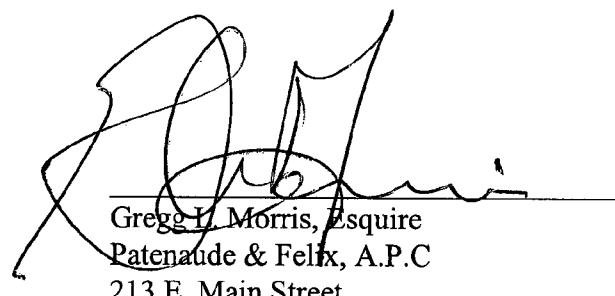
BUYER SIGNS (Co) BUYER SIGNS

VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: 7/12/05



Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

**PRAECIPE TO
REINSTATE
COMPLAINT**

Filed on behalf of:
Ford Motor Credit Co.,
Plaintiff

Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412)429-7675

BALL, TINA 2800.2815.wpd

FILED Atty pd. 7.00
m/10/17/05 1CC & 1 Compl.
DEC 02 2005 Reinstated to
William A. Shaw Shff
Prothonotary/Clerk of Courts 68

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

PRAECIPE TO REINSTATE COMPLAINT

TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, Ford Motor Credit Company, and against Defendant, above named. Thank you.

Date: 11/20/05

Respectfully submitted:

Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff) NO. 05-1028 CD
v.)
TINA M. BALL,)
Defendant(s))

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
Ford Motor Credit Co.
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

BALL, TINA 2800.2815.wpd

11-7-05 Document
Reinstated/Rescued to Sheriff/Attorney
for service. *COPIED*

Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK
COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD MOTOR CREDIT CO., by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUME & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Motor Credit Co., is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Tina M. Ball, an adult individual, who is believed to currently reside at 9343 Tyrone Pike, Iriona, Pennsylvania 16656.
3. On or about October 25, 2000, the aforesaid Defendant entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. "Seller" thereafter assigned the Contract to Plaintiff, Ford Motor Credit Company.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of \$604.74 commencing on, November 24, 2000.

6. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract.

9. After calculating early termination charges due to Plaintiff, Plaintiff avers that a deficiency balance of \$9,359.89 is due from Defendant as of January 21, 2005

10. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

11. Plaintiff avers that such attorney's fees will amount to \$2,800.00.

12. Despite repeated request, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$9,359.89, interest from the date of breach, reasonable attorney's fees in the amount of \$2,800.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs.

The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 10/25/00

Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

TINA M BALL
MAIN STREET PO BOX 52
MAHAFFY PA 15757

CREDITOR (Seller Name and Address)

COURTESY FORD INC
401 PLEASANT VALLEY BLVD
ALTOONA PA 16602

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreement shown below.

100 vehicle. The
his contract.

New/Used	Year and Make	Model	GVW if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	01 FORD	F150	GVWR	1FTRW0BW71K095982	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-In	Year and Make	Gross Allowance	Amount Owning
N/A	N/A	N/A	N/A
Trade-In	Year and Make	Gross Allowance	Amount Owning
N/A	N/A	N/A	N/A
Total Down Payment \$ N/A (2)			
1. Cash Price \$ 27410.00 (1)			
2. Down Payment			
Third Party Rebate Assigned To Creditor \$ N/A			
Cash Down Payment \$ N/A			
Trade-In N/A \$ N/A \$ N/A \$ N/A			
Total Down Payment \$ N/A (2)			
3. Unpaid Balance of Cash Price (1 minus 2) \$ 27410.00 (3)			
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)			
To Insurance Companies for			
Credit Life Insurance (for term of contract) \$ N/A			
Credit Disability Insurance (for term of contract) \$ N/A			
N/A (Term Months (Estimate)) \$ N/A			
To Public Officials (i) for license (\$ N/A), title (\$ 22.50), &			
registration (\$ 58.50) fees \$ 81.00;			
(ii) for filing fees \$ 5.00;			
(iii) for taxes (not in Cash Price) \$ 1649.60 \$ 1735.00			
To COURTESY FORD for Messenger Service \$ N/A			
To FORD MOTOR CO. for SERVICE CONTRACT \$ N/A			
To GEN SYS SOLUTION for ONLINE REGISTRATION FEE \$ N/A			
Total \$ 1790.00 (4)			
5. Amount Financed (3 plus 4) \$ 29200.00 (5)			

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments of \$ 36284.40	The total cost of your purchase on credit, including your downpayment of \$ 36284.40
8.90 %	\$ 7083.80	\$ 29200.00	\$ 36284.40	\$ 36284.40

Number of Payments	Amount of Each Payment	When Payments are due
59	\$ 604.74	(monthly starting 11/24/00)
1 final	\$ 604.74	

Payment: If you pay off your debt early, you will not have to pay a penalty.

Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.

Security Interest: You are giving a security interest in the vehicle being purchased.

Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and repayment penalty.

For Vehicles: The charge shown in the above box for late payments applies where the vehicle has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as both parts and goods put on the vehicle and money or goods received for the vehicle.

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER: *Tina M. Ball*

CO-BUYER:

Do not sign this contract in blank.

You are entitled to an exact copy of the contract you sign.
Keep it to protect your legal rights.

Tina M. Ball

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

<input type="checkbox"/> Credit Life	AMERICAN REPUBLIC
Insurer	N/A TINA M BALL
\$ N/A	Premium
Insured(s)	
Signature(s)	

<input type="checkbox"/> Disability	AMERICAN REPUBLIC
Insurer	N/A TINA M BALL
\$ N/A	Premium
Insured	
Signature	

N/A	N/A
<input type="checkbox"/> Type of Insurance	Term
N/A	\$ N/A
Insurer	Premium
Signature	

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

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<input type="checkbox"/> Comprehensive	<input type="checkbox"/> \$ N/A	Deductible
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<input type="checkbox"/> Fire- Theft-Combined Additional Cover		
<input type="checkbox"/> Towing and Labor		
<input type="checkbox"/> Term N/A	Months (Estimate)	
	Premium N/A	

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

99-001

EXHIBIT 11

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C. Use of Vehicle - WARRANTIES: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

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FC 1757-1 APR 89 (Previous editions may NOT be used)

BRANCH COPY

Buyer Acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.		Buyer Signs	(Co) Buyer Signs
Buyer Acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.			
Buyer Signs		(Co) Buyer Signs	(Co) Buyer Signs
Buyer Acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.			

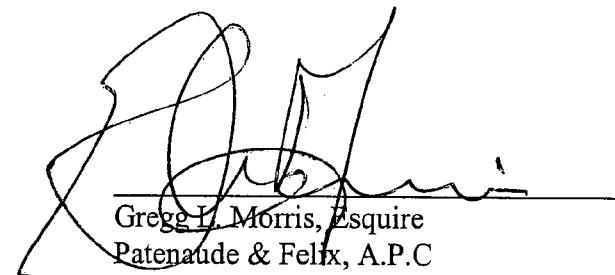
VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

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Date:

7/12/05



Gregg L. Morris, Esquire
Paternoade & Felix, A.P.C
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100979**

FORD MOTOR CREDIT CO.

Case # **05-1028-CD**

vs.

TINA M. BALL

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW December 06, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. BALL, DEFENDANT. MOVED FROM RR#1 BOX 46K, IRVONA, PA..

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUME	30870	10.00
SHERIFF HAWKINS	PATENAUME	30870	31.19

Sworn to Before me This

So Answers,

____ Day of _____ 2005

*Chester A. Hawkins
by Marilyn Harris*
Chester A. Hawkins
Sheriff

FILED
010-5561
DEC 07 2005
S

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant(s))

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
Ford Motor Credit Co.
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

BALL, TINA 2800.2815.wpd

11-105 Document
Reinstated/Reissued to Sheriff/Attorney
for service. Willie L. Shan
Deputy Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

NOTICE TO DEFEND

YOU HAVE BEEN SUED IN COURT. If you wish to defend against the claims set forth in the following pages, you must take action within TWENTY (20) DAYS after this Complaint and notice are served, by entering a written appearance personally or by attorney, and filing in writing with the court your defenses or objections to the claims set forth against you. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you by the court without further notice for any money claimed in the Complaint or for any other claim or relief requested by the Plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

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DAVID S. MEHOLICK
COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
) NO.
Plaintiff)
)
v.)
)
TINA M. BALL,)
)
Defendant(s))

COMPLAINT IN CIVIL ACTION

AND NOW, comes Plaintiff, FORD MOTOR CREDIT CO., by and through its attorney, GREGG L. MORRIS, ESQUIRE and the law offices of PATENAUDE & FELIX, A.P.C and files the following **Complaint in Civil Action**, and in support thereof aver as follows:

1. Plaintiff, Ford Motor Credit Co., is a corporation with offices at 575 East Swedesford Road, Suite 100, Wayne, Pennsylvania 19087.
2. Defendant is, Tina M. Ball, an adult individual, who is believed to currently reside at 9343 Tyrone Pike, Iriona, Pennsylvania 16656.
3. On or about October 25, 2000, the aforesaid Defendant entered into a written Automobile Retail Installment Contract (hereinafter "Contract") to purchase a "Vehicle" from a dealer (Seller) as more fully set forth in said Contract. A true and correct copy of the Contract is attached hereto, marked as Plaintiff's Exhibit "1" and incorporated by reference.
4. "Seller" thereafter assigned the Contract to Plaintiff, Ford Motor Credit Company.
5. Pursuant to the terms of the Contract, Defendant was to make Sixty (60) payments of \$604.74 commencing on, November 24, 2000.

6. The terms of the Contract provide for termination upon satisfaction by Defendant of all obligations provided thereunder.

7. Plaintiff avers that Defendant defaulted under the Contract by failing to make payments to Plaintiff as promised.

8. Due to Defendant's default under the Contract, Plaintiff exercised its rights to terminate the Contract.

9. After calculating early termination charges due to Plaintiff, Plaintiff avers that a deficiency balance of \$9,359.89 is due from Defendant as of January 21, 2005

10. The terms of the Contract provide that Defendant will pay Plaintiff's reasonable attorney's fees.

11. Plaintiff avers that such attorney's fees will amount to \$2,800.00.

12. Despite repeated request, Defendant has willfully failed and/or refused to pay the aforesaid sum due.

WHEREFORE, Plaintiff demands Judgment in its favor, and against Defendant, in the amount of \$9,359.89, interest from the date of breach, reasonable attorney's fees in the amount of \$2,800.00 with continuing interest thereon at the legal rate from the date of Judgment plus costs. The damages requested are less than the maximum amount for compulsory arbitration as set by the Court.

Respectfully Submitted:

Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 10/25/00

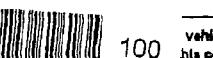
Buyer (and Co-Buyer) Name and Address (including County and Zip Code)

TINA M BALL
MAIN STREET PO BOX 52
MAHAFFY PA 15757

CREDITOR (Seller Name and Address)

COURTESY FORD INC
401 PLEASANT VALLEY BLVD
ALTOONA PA 16601

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. The "Cash Price" shown below is the credit price. By signing this contract, you choose to buy on credit under the agreement shown below.

100 vehicle. The
his contract.

New/Used	Year and Make	Model	Gross if Truck (lbs.)	Vehicle Identification Number	Use For Which Purchased
N	01 FORD	F150	GVWR	1FTRW08W71K085982	<input type="checkbox"/> Personal <input type="checkbox"/> Agricultural <input type="checkbox"/> Commercial

Trade-in	Year and Make	Gross Allowance	Amount Owning
N/A		\$ N/A	\$ N/A
1. Cash Price		\$ 27410.00	(1)
2. Down Payment		\$ N/A	
Third Party Rebate Assigned To Creditor		\$ N/A	
Cash Down Payment		\$ N/A	
Trade-in N/A		\$ N/A	\$ N/A
Year and Make		Gross Allowance	Amount Owning
Total Down Payment		\$ N/A	(2)
3. Unpaid Balance of Cash Price (1 minus 2)		\$ 27410.00	(3)
4. Amounts paid on your behalf (Seller may be retaining a portion of these amounts)			
To Insurance Companies for			
Credit Life Insurance (for term of contract)		\$ N/A	
Credit Disability Insurance (for term of contract)		\$ N/A	
N/A [Term Months (Estimate)]		\$ N/A	
To Public Officials (i) for license (\$ N/A), title (\$ 22.50), &			
registration (\$ 58.50) fees \$ 81.00;			
(ii) for filing fees \$ 5.00;			
(iii) for taxes (not in Cash Price) \$ 1649.60		\$ 1735.00	
To for Messenger Service		\$ N/A	
To COURTESY FORD for DOL/NOTARY/ONLINE		\$ 55.00	
To FORD MOTOR CO. for SERVICE CONTRACT		\$ N/A	
To GEN SYS SOLUTION for ONLINE REGISTRATION FEES		\$ N/A	
Total		\$ 1790.61	(4)
5. Amount Financed (3 plus 4)		\$ 29200.60	(5)

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your debt as a yearly rate	The dollar amount the credit will cost you	The amount of credit provided to you or on your behalf	The amount you will have paid when you have made all scheduled payments	The total cost of your purchase on credit, including your downpayment
8.90 %	\$ 7083.80	\$ 29200.60	\$ 36284.40	\$ 36254.40

Number of Payments	Amount of Each Payment	When Payments are due
59	\$ 494.74	(monthly starting)
1 final	\$ 604.74	11/24/00

Payment: If you pay off your debt early, you will not have to pay a penalty.
Payment: You must pay a late charge on the portion of each payment received more than 10 days late. The charge is 2 percent of the late amount or \$50.00 whichever is less.
Security Interest: You are giving a security interest in the vehicle being purchased.
Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and payment penalty.

Special Vehicles: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as both parts and goods put on the vehicle and money or goods received for the vehicle.

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER *Tina M Ball*

CO-BUYER:

Do not sign this contract in blank.

You are entitled to an exact copy of the contract you sign.
Keep it to protect your legal rights.

Tina M Ball

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

<input type="checkbox"/> Credit Life	AMERICAN REPUBLIC
Insurer	
\$ N/A	TINA M BALL
Premium	N/A
Insured(s)	
Signature(s)	

<input type="checkbox"/> Disability	AMERICAN REPUBLIC
Insurer	
\$ N/A	TINA M BALL
Premium	N/A
Insured	
Signature	

N/A	N/A
<input type="checkbox"/> Type of Insurance	Term
N/A	\$ N/A
Insurer	Premium
Signature	

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Comprehensive \$ N/A Deductible Collision
 Fire- Theft-Combined Additional Cover
 Towing and Labor
 Term N/A Months (Estimate)
Premium N/A

QUESTIONS?



PLEASE CALL US AT 1-800-727-7000

99-001

EXHIBIT 11

ADDITIONAL AGREEMENTS

A. Payments and Summary Notice: You must make all payments when they are due. You may prepay your debt at any time without penalty. This is a simple interest contract. The actual finance charge you agree to pay will depend on your payment patterns. The actual finance charge may exceed the disclosed Finance Charge if you make your payments later than the scheduled dates or in less than the scheduled amount. The Creditor will apply your payments first to the earned and unpaid part of the Finance Charge and then to the Amount Financed. The Creditor earns the Finance Charge by applying the Annual Percentage Rate to the unpaid Amount Financed for the actual time the unpaid Amount Financed is outstanding. If the vehicle is repossessed, you will not have a right to reinstate the contract unless the Creditor agrees.

B. Security Interest: You give the Creditor a security interest in:

1. The vehicle and all parts or other goods put on the vehicle;
2. All money or goods received for the vehicle; and
3. All insurance premiums and service contracts financed for you.

This secures payment of all amounts you owe in this contract. It also secures your other agreements in this contract.

C. Use of Vehicle - WARRANTIES: You must take care of the vehicle and obey all laws in using it. You may not sell or rent the vehicle, and you must keep it free from the claims of others. You will not use or permit the use of the vehicle outside of the United States, except for up to 30 days in Canada or Mexico, without the prior written consent of the Creditor. If the vehicle is of a type normally used for personal use and the Creditor, or the vehicle's manufacturer, extends a written warranty or service contract covering the vehicle within 90 days from the date of this contract, you get implied warranties of merchantability and fitness for a particular purpose covering the vehicle. Otherwise, you understand and agree that there are no such implied warranties.

D. Insurance: You must insure yourself and the Creditor against loss or damage to the vehicle. The Creditor must approve the type and amount of insurance. If the Creditor obtains a refund on insurance or service contracts, the Creditor will subtract the refund from what you owe. Whether or not the vehicle is insured, you must pay for it if it is lost, damaged, or destroyed.

If a charge for vehicle insurance is shown on the front, the Creditor will try to buy the coverages checked for the term shown. The Creditor is not liable, though, if he cannot do so. If these coverages cost more than the amount shown for insurance, the Creditor may buy them for a shorter term or he may give you credit for the amount shown. If he cannot buy any insurance, he will give you credit for the amount shown. The credit will be made to the last payments due.

E. Late Charge: You will have to pay a late charge on the portion of each payment made more than ten days late. The charge is shown on the front. Acceptance of a late payment does not excuse your default or mean that you can keep making payments after they are due. The Creditor may take the steps set forth in this contract, if there is any default.

F. Default: You will be in default if:

1. You do not make a payment when it is due; or
2. You give false or misleading information on your credit application relating to this contract; or
3. Your vehicle is seized by any local, state, or federal authority and is not promptly and unconditionally returned to you; or
4. You file a bankruptcy petition or one is filed against you; or
5. You do not keep any other promise in this contract.

If you are in default, the Creditor may require you to pay at once the unpaid Amount Financed, the earned and unpaid part of the Finance Charge and all other amounts due under this contract. He may repossess (take back) the vehicle, too. He may also take goods found in or on the vehicle when repossessed and hold them for you.

If the vehicle is taken back, he will send you a notice. The notice will say that you may redeem (buy back) the vehicle. It will also show the amount needed to redeem. You may redeem the vehicle up to the time the Creditor sells it or agrees to sell it. If you do not redeem the vehicle, it will be sold.

The Creditor will use the money from the sale, less the allowed expenses, to pay the amount still owed on this contract. Expenses paid as a direct result of having to retake the vehicle, hold it for sale, and sell it are, as permitted by law, allowed expenses. Lawyers' fees and legal costs permitted by law are allowed, too. The Creditor will pay you any money left (a surplus). You will pay any money still owing after the sale to the Creditor. If you do not pay this amount when the Creditor asks, the Creditor may charge you interest at the highest lawful rate until you pay.

G. General: To contact Ford Motor Credit Company about this account, call 1-(800) 727-7000. The law of Pennsylvania applies to this contract. If that law does not allow all of the agreements in this contract, the ones that are not allowed will be void. The rest of this contract will still be good.

FTC NOTICES

NOTICE - ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Used Motor Vehicle Buyers Guide. If you are buying a used vehicle with this contract, federal regulations may require a special Buyers Guide to be displayed on the window of the vehicle. **THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT. INFORMATION ON THE WINDOW FORM OVERIDES ANY CONTRARY PROVISIONS IN THE CONTRACT OF SALE.**

GUARANTY

To cause the Seller to sell the vehicle described on the front of this contract to the Buyer, on credit, each person who signs below as a "Guarantor" guarantees the payment of this contract. This means that if the Buyer fails to pay any money that is owed on this contract, each one who signs as a guarantor will pay it when asked. Each person who signs below agrees that he will be liable for the whole amount owed even if one or more other persons also signs this Guaranty. He also agrees to be liable even if the Creditor does one or more of the following: (a) gives the Buyer more time to pay one or more payments, or (b) gives a release in full or in part to any of the other Guarantors, or (c) releases any security. Each Guarantor also states that he has received a completed copy of this contract and this document.

FC 1767-1 APR 88 (Previous editions may NOT be used.)

SEE BACK FOR ADDITIONAL AGREEMENTS

Buyer Signs	Buyer Acknowledges receipt of a true and completely filled in copy of this contract at the time of signing.	Seller Signs
(CD) BUYER SIGNS		(CD) SELLER SIGNS

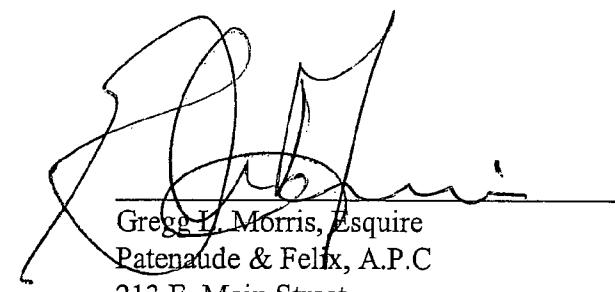
BRANCH COPY

VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: 7/12/05



Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **101057**

FORD MOTOR CREDIT CO.

Case # **05-1028-CD**

VS.

TINA M. BALL

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW March 07, 2006 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. BALL, DEFENDANT. MOVED, NO FORWARDING ADDRESS.

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUME	30994	10.00
SHERIFF HAWKINS	PATENAUME	30994	31.19

Sworn to Before me This

So Answers,

____ Day of _____ 2006


Chester A. Hawkins
Sheriff

FILED
09:01 AM
MAR 08 2006
WM
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

**PRAECLYPE TO
REINSTATE
COMPLAINT**

Filed on behalf of:
Ford Motor Credit Co.,
Plaintiff

Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412)429-7675

I hereby certify this to be a true
and attested copy of the original
statement filed in this case.

BALL, TINA 2800.2815.wpd

DEC 02 2005

Attest.

William B. Shanahan
Prothonotary/
Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

PRAECIPE TO REINSTATE COMPLAINT

TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, Ford Motor Credit Company, and against Defendant, above named. Thank you.

Date: 11/20/05

Respectfully submitted:

Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant(s))

**COMPLAINT IN CIVIL
ACTION**

Filed on behalf of:
Ford Motor Credit Co.
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

BALL, TINA 2800.2815.wpd

11-7-05 Document
Reinstated/Released to Sheriff/Attorney
for service. *COS*

12-2-05 Document
Reinstated/Released to Sheriff/Attorney
for service. *Will Ball*

Document Prothonotary

Document Prothonotary

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
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)
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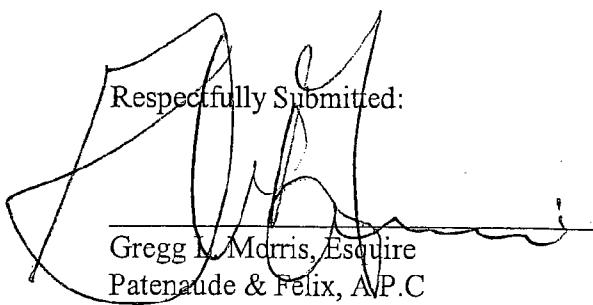
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Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

PENNSYLVANIA SIMPLE INTEREST VEHICLE RETAIL INSTALMENT CONTRACT

DATE 10/25/00

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TINA M BALL
MAIN STREET PO BOX 52
MAHAFFY PA 15757

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 Contract: Please see this contract for additional information on security interest, nonpayment, default, the right to require repayment of your debt in full before the scheduled date, and payment penalty.

Special Vehicles: The charge shown in the above box for late payments applies where the vehicle purchased has a gross vehicular weight of less than 15,000 pounds. If the vehicle you purchased has a gross vehicular weight of 15,000 pounds or more, you must pay a late charge on the portion of each payment received more than 10 days late. The charge is 4 percent of the late amount or \$50, whichever is less.

If you do not meet your contract obligations, you may lose the vehicle that you are financing under this contract, as both parts and goods put on the vehicle and money or goods received for the vehicle.

NON-MODIFICATION DISCLOSURE

Any change in this contract must be in writing and signed by you and the Creditor.

BUYER X Tina M Ball

CO-BUYER:

Do not sign this contract in blank.

You are entitled to an exact copy of the contract you sign.
 Keep it to protect your legal rights.

X Tina M Ball

100 vehicle. The

his contract.

YOU MAY OBTAIN VEHICLE INSURANCE FROM A PERSON OF YOUR CHOICE.

YOU ARE NOT REQUIRED TO OBTAIN CREDIT LIFE, CREDIT DISABILITY AND OTHER OPTIONAL INSURANCE. THIS CONTRACT WILL NOT INCLUDE THEM UNLESS YOU SIGN AND AGREE TO PAY THE PREMIUM.

THIS CONTRACT DOES NOT INCLUDE LIABILITY INSURANCE COVERAGE FOR BODILY INJURY AND PROPERTY DAMAGE CAUSED TO OTHERS.

 Credit Life, AMERICAN REPUBLIC

Insurer N/A TINA M BALL

Premium N/A Insured(s)

Signature(s)

 Disability, AMERICAN REPUBLIC

Insurer N/A TINA M BALL

Premium N/A Insured

Signature

 Type of Insurance Term

N/A N/A \$ N/A

Insurer Premium

Signature

Credit Life and Credit Disability Insurance are for the term of the contract. The amount and coverages are shown in a notice or agreement given to you today.

You must insure the vehicle. If a charge is shown below, the Creditor will try to buy the coverages checked for the term shown. Coverages will be based on the cash value of the vehicle at time of loss, but not more than the limits of the policy.

Comprehensive \$ N/A Deductible Collision

Fire- Theft-Combined Additional Cover

Towing and Labor

Term N/A Months (Estimate)
Premium N/A

QUESTIONS?

Ford
Credit



PLEASE CALL US AT 1-800-727-7000

99-001

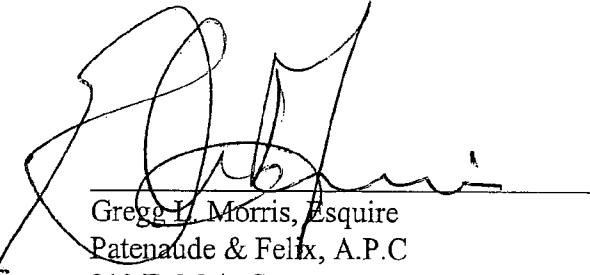
EXHIBIT 11

VERIFICATION

AND NOW, Gregg L. Morris, verifies the statements made in this Complaint that are true and correct to the best of his knowledge, information and belief. I understand that false statements herein are made subject to the penalties of Pa.C.S. Section 4904, relating to unsworn falsification to authorities.

By virtue of the fact that the Plaintiff is outside the jurisdiction of the Court and the verification cannot be obtained within the time allowed for the filing of this pleading, the pleading is submitted by counsel having sufficient knowledge, information and belief based upon the information provided by him by the Plaintiff. The verification of the party will be provided if requested.

Date: 5/12/05


Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

**MOTION FOR ALTERNATIVE
SERVICE**

Filed on behalf of:
Ford Motor Credit Co.,
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED
Emm

MAR 17 2006
3/12-50/w
William A. Shaw
Prothonotary
no 4/c

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

MOTION FOR ALTERNATIVE SERVICE

AND NOW, comes Plaintiff, above named, by and through the undersigned counsel, and request this Court to enter an Order for alternative service of Defendant, above named, by regular and certified mail pursuant to Pa.R.C.P. 430 and in support thereof, avers as follows:

1. Plaintiff's Complaint in Civil Action identifies Defendant as a resident at the following address: 9343 Tyrone Pike, Irvona, PA 16656.
2. The Sheriff attempted service of the Complaint at the aforesaid address on November 10, 2005. On this occasion, the Sheriff has indicated that the "house burnt down, can't locate defendant". A copy of the Sheriff's return is attached hereto as Plaintiff's Exhibit "A".
3. On or about December 10, 2005, Plaintiff's counsel obtained a Credit Report from the Trans Union Credit Reporting Service on Defendant by utilizing her Social Security Number. The Credit Report indicates Defendant has a current address of RR 1, Box 46K, Irvona, PA 16656.
4. The Sheriff attempted service of the Complaint at the aforesaid address and has indicated that the Defendant has "Moved". A copy of the Sheriff's return is attached hereto as Plaintiff's Exhibit "B".

5. On or about November 15, 2005, Plaintiff's counsel requested if Defendant receives mail at RR 1, Box 46K, Irvona, PA 16656. The United States Postal Authorities provided an address of 962 Strong's Road, Irvona, PA 16656. A copy of the Postmaster letter is attached hereto as Plaintiff's Exhibit "C" and incorporated by reference.

6. On or about December 9, 2005, Plaintiff's counsel was advised by the United States Postal Authorities that Defendant receives mail at 962 Strong's Road, Irvona, PA 16656. A copy of the Postmaster letter is attached hereto as Plaintiff's Exhibit "D" and incorporated herein by reference.

7. On or about March 15, 2006, Plaintiff's Counsel caused an Internet search to be performed on the Lexis-Nexis website utilizing the Defendant's Social Security Number. The search on Lexis-Nexis shows Defendant resides at RR 1, Box 46K, Irvona, PA 16656. A copy of the search results from Lexis-Nexis are attached hereto as Plaintiff's Exhibit "E" and incorporated herein by reference.

8. On or about March 14, 2006, Plaintiff's Counsel caused an Internet search to be performed on the Go.Accurint.com website utilizing Defendant's Social Security Number. The search results on Go.Accurint.com indicates that Defendant has a current address of RR 1, Box 46K, Irvona, PA 16656. A copy of the results from Go.Accurint.com are attached hereto as Plaintiff's Exhibit "F" and incorporated herein by reference.

9. To date, Plaintiff has been unable to effect service of the Complaint on Defendant.

WHEREFORE, Plaintiff respectfully request this Court to enter an Order authorizing service of the Complaint in Civil Action on the Defendant, above named, by Plaintiff's counsel mailing a copy of the Complaint by certified mail, return receipt requested and by regular United States Mail, postage prepaid to both RR 1, Box 46K, Irvona, PA 16656 and 962 Strong's Road, Irvona, PA 16656.

Respectfully submitted:

Gregg L. Morris, Esquire
Patenaude & Felix, APC
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

AFFIDAVIT

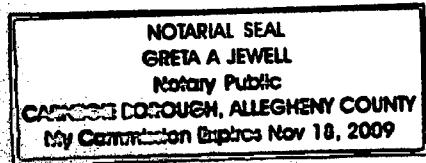
COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY)

Before me the undersigned authority, a Notary Public in and for said County and State, personally appeared, Gregg L. Morris, who being duly sworn according to law, deposes and states pursuant to Pennsylvania Rule of Civil Procedure 402, he was informed that the Sheriff of Clearfield County was unable to personally serve the Complaint upon Defendant, Tina M. Ball, at her last known address of 9343 Tyrone Pike, Irvona, PA 16656 as more specifically set forth on the Sheriff's return attached hereto as Exhibit "A". He further deposes and states that he was informed by the United States Post Office that Defendant receives mail at 962 Strong's Road, Irvona, PA 16656. A true and correct copy of the Post Office letter is attached to this Motion as Exhibit "D". He also deposes and states that information obtained from various computer data bases indicate that Defendant's last known address is RR 1, Box 46K, Irvona, PA 16656. See Plaintiff's Exhibits "E" and "F".

Sworn to and subscribed before me

this 15th day of March, 2006

Gretchen
Notary Public



In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100645**

FORD MOTOR CREDIT CO.

Case # 05-1028-CD

vs.

TINA M. BALL

COPY

SHERIFF RETURNS

NOW November 10, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. BALL, DEFENDANT. HOUSE BURNT DOWN, CAN'T LOCATE DEFENDANT.

SERVED BY: /

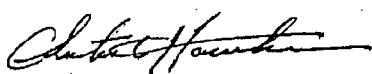
Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUME	30530	10.00
SHERIFF HAWKINS	PATENAUME	30530	35.87

Sworn to Before me This

So Answers,

____ Day of _____ 2005



Chester A. Hawkins
Sheriff

EXHIBIT "A"

In The Court of Common Pleas of Clearfield County, Pennsylvania

Service # 1 of 1 Services

Sheriff Docket # **100979**

FORD MOTOR CREDIT CO.

Case # 05-1028-CD

vs.

TINA M. BALL

COPY

TYPE OF SERVICE COMPLAINT

SHERIFF RETURNS

NOW December 06, 2005 AFTER DILIGENT SEARCH IN MY BAILIWICK I RETURNED THE WITHIN COMPLAINT "NOT FOUND" AS TO TINA M. BALL, DEFENDANT. MOVED FROM RR#1 BOX 46K, IRVONA, PA..

SERVED BY: /

Return Costs

PURPOSE	VENDOR	CHECK #	AMOUNT
SURCHARGE	PATENAUME	30870	10.00
SHERIFF HAWKINS	PATENAUME	30870	31.19

Sworn to Before me This

So Answers,

____ Day of _____ 2005



Chester A. Hawkins
Sheriff

EXHIBIT "B"

PATENAUADE
FELIX A.P.C.
 A PROFESSIONAL LAW CORPORATION

[X] PLEASE REPLY TO OFFICE INDICATED

[] 4545 MURPHY CANYON ROAD, THIRD FLOOR
 SAN DIEGO, CA 92123
 TEL (658) 244-7600 (800) 832-7675
 FAX (858) 836-0318

[X] 213 EAST MAIN STREET
 CARNEGIE, PA 15106
 TEL (412) 429-7675 (866) 772-7675
 FAX (412) 429-7679

[] 1771 EAST FLAMINGO ROAD, SUITE 112A
 LAS VEGAS, NV 89119
 TEL (702) 952-2031 (800) 867-3092
 FAX (702) 992-6286

November 15, 2005

Postmaster
Irvona, PA 16656

Request for Change of Address or Boxholder
 Information Needed for Service of Legal Process

Please furnish the new address or the name and street address, if boxholder for the following:

Name: Tina Ball.

Address: RR 1 Box 46K Irvona Pa 16656

NOTE: The name and last known address are required for change of address information. The name, if known and post office box address are required for boxholder information.

The Following information is provide in accordance with 39 CFR 269.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requestor: Attorney.
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney).
3. The name of all know parties to the litigation: Ford Motor Credit Corporation and Tina Ball.
4. The Court in which the case has been or will be heard: The Court of Common Pleas.
5. The docket or other identifying number, if issued: 2800.2815.
6. The capacity in which this individual is to be served: Defendant.

WARNING

The submission of false information to obtain and use change of address information or boxholder information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to \$10,000 or imprisonment or (2) to avoid payment of the fee for change of address information of not more than 5 years, or both (Title 18 U.S.C. Section 1001).

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Gregg L. Morris, Esquire
 213 E. Main Street
 Carnegie, PA 15106

PLEASE PROVIDE PHYSICAL ADDRESS FOR SERVICE

For Post Master Use Only

Name and Street Address:

962 STRONGS RD
IRVONA PA 16656

16 BOXHOLDER'S POSTMARK

Not known at address given
 Moved, left no forwarding address.
 No such address
 Receives mail at address given, no change of address order on file.

EXHIBIT "C"



PATENAUDÉ
FELIX A.P.C.
A PROFESSIONAL LAW CORPORATION

[] PLEASE REPLY TO OFFICE INDICATED

[] 4545 MURPHY CANYON ROAD, THIRD FLOOR
 SAN DIEGO, CA 92123
 TEL (858) 244-7600 (800) 832-7675
 FAX (858) 836-0318

[] 213 EAST MAIN STREET
 CARNEGIE, PA 15106
 TEL (412) 429-7675 (866) 772-7675
 FAX (412) 429-7679

[] 1771 EAST FLAMINGO ROAD, SUITE 112A
 LAS VEGAS, NV 89119
 TEL (702) 952-2031 (800) 867-3092
 FAX (702) 992-6286

December 9, 2005

Postmaster
Irsvona, PA 16656

Request for Change of Address or Boxholder
 Information Needed for Service of Legal Process

Please furnish the new address or the name and street address, if boxholder for the following:

Name: Tina Ball.

Address: 962 Strong Road, Irsvona, PA 16656

NOTE: The name and last known address are required for change of address information. The name, if known and post office box address are required for boxholder information.

The Following information is provide in accordance with 39 CFR 269.6(d)(6)(ii). There is no fee for providing boxholder information. The fee for providing change of address information is waived in accordance with 39 CFR 265.6(d)(1) and (2) and corresponding Administrative Support Manual 352.44a and b.

1. Capacity of requestor: Attorney.
2. Statute or regulation that empowers me to serve process (not required when requester is an attorney).
3. The name of all know parties to the litigation: Ford Motor Credit Corporation and Tina Ball.
4. The Court in which the case has been or will be heard: The Court of Common Pleas.
5. The docket or other identifying number, if issued: 2800.2815.
6. The capacity in which this individual is to be served: Defendant.

WARNING

The submission of false information to obtain and use change of address information or boxholder information for any purpose other than the service of legal process in connection with actual or prospective litigation could result in criminal penalties including a fine of up to \$10,000 or imprisonment or (2) to avoid payment of the fee for change of address information of not more than 5 years, or both (Title 18 U.S.C. Section 1001).1

I certify that the above information is true and that the address information is needed and will be used solely for service of legal process in connection with actual or prospective litigation.

Gregg L. Morris, Esquire
 213 E. Main Street
 Carnegie, PA 15106

PLEASE PROVIDE PHYSICAL ADDRESS FOR SERVICE

BOXHOLDER'S POSTMARK

For Post Master Use Only

Not known at address given Name and Street Address: _____

Moved, left no forwarding address. _____

No such address. _____

Receives mail at address given, no change of address order on file.

EXHIBIT "D"

Source: [Public Records > SmartLinx\(TM\) > SmartLinx\(TM\) - Person Summary Reports](#)Terms: [last-name\(Ball\)](#) , [first-name\(Tina\)](#) , [other-name\(M\)](#) , [state\(PA\)](#) , [ssn\(185-54-XXXX\)](#) ([Edit Search](#))Permissible Uses: [DPPA - 1. Litigation](#)[GLBA - 6. Persons With a Legal or Beneficial Interest re Consumer](#) [Select for Delivery](#)[Click to visualize this report](#)[Subject Summary](#) | [Others Using SSN](#) | [Address Summary \(18\)](#) | [Voter Registrations](#)[Licenses](#) | [Personal Property](#) | [Real Property](#) | [Bankruptcies](#) | [Judgments & Liens](#)[Relatives \(22\)](#) | [Associated Entities \(9\)](#) | [Neighbors \(5\)](#) | [Sources \(40\)](#)

FOR INFORMATIONAL PURPOSES ONLY

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Full Name	Address	County	PI
BALL, TINA M	RR 1 BOX 46K IRVONA, PA 16656-9729 COUNTY: CLEARFIELD	CLEARFIELD	

ADDITIONAL PERSONAL INFORMATION

SSN	DOB	GENDER
185-54-XXXX (PENNSYLVANIA: 1975-1976)	05/1968 (Age: 37)	

Subject Summary[Name Variations \(2\)](#) | [SSNs Summary](#)
[View Name Variations](#)**Name Variations**

- 1: BALL, TINA M
- 2: BALL, TINA

SSNs Summary

V

No.	SSN	State Iss.	Date Iss.	Warnings
1:	185-54-XXXX	PENNSYLVANIA	1975-1976	

DOBs

V

- 1: 05/1968

Address Summary[View](#)**Address Summary - 18 records found for subject:**

#	Address
1:	RR 1 BOX 46K IRVONA, PA 16656-9729 COUNTY: CLEARFIELD
2:	9343 TYRONE PIKE IRVONA, PA 16656-8705 COUNTY: CLEARFIELD

EXHIBIT "E"

3: PO BOX 46K
IRVONA, PA 16656-0046
COUNTY: CLEARFIELD

4: RR 1 BOX 120
IRVONA, PA 16656-9747
COUNTY: CLEARFIELD

5: PO BOX 52
MAHAFFEY, PA 15757-0052
COUNTY: CLEARFIELD

6: 1382 PUNKIN RIDGE RD
LA JOSE, PA 15753-7125
COUNTY: CLEARFIELD

7: RR 1 BOX 548
LA JOSE, PA 15753-9801
COUNTY: CLEARFIELD

8: RR 1 BOX B548
LA JOSE, PA 15753-9801
COUNTY: CLEARFIELD

9: RR 1 BOX 503
LA JOSE, PA 15753-9614
COUNTY: CLEARFIELD

10: RR 1 BOX 559
LA JOSE, PA 15753-9616
COUNTY: CLEARFIELD

11: WATER ST
MAHAFFEY, PA 15757
COUNTY: CLEARFIELD

12: 101 MEADOW VIEW CT APT 201
STAFFORD, VA 22554-7720
COUNTY: STAFFORD

13: 33 DARLING ST APT
SOUTHINGTON, CT 06489-2632
COUNTY: HARTFORD

14: RR 1 BOX 17
FLINTON, PA 16640-9801
COUNTY: CAMBRIA

15: 3 ARLINGTON ST
NORWALK, CT 06850-2604
COUNTY: FAIRFIELD

16: PO BOX 214
IRVONA, PA 16656-0214
COUNTY: CLEARFIELD

17: 13668 LYNN ST
WOODBRIDGE, VA 22191-2124
COUNTY: PRINCE WILLIAM

18: PO BOX
IRVONA, PA 16656
COUNTY: CLEARFIELD

Address Details**1: RR 1 BOX 46K, IRVONA, PA 16656-9729**

Address

RR 1 BOX 46K
IRVONA, PA 16656-9729
COUNTY: CLEARFIELD

Dates

01/2006

Phones

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Residents

BALL, MELVA M M

BALL, MELVA MARIE

BALL, WALTER JAY

JAY BALL, WALTER

BALL, MELA J

2: 9343 TYRONE PIKE, IRVONA, PA 16656-8705

Address	Dates	Phones
9343 TYRONE PIKE IRVONA, PA 16656-8705 COUNTY: CLEARFIELD	09/2005	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

3: PO BOX 46K, IRVONA, PA 16656-0046

Address	Dates	Phones
PO BOX 46K IRVONA, PA 16656-0046 COUNTY: CLEARFIELD	05/2005	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

4: RR 1 BOX 120, IRVONA, PA 16656-9747

Address	Dates	Phones
RR 1 BOX 120 IRVONA, PA 16656-9747 COUNTY: CLEARFIELD	04/2005	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Residents

BALL, THOMAS W

5: PO BOX 52, MAHAFFEY, PA 15757-0052

Address	Dates	Phones
PO BOX 52 MAHAFFEY, PA 15757-0052 COUNTY: CLEARFIELD	02/2005	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Other Associates

TINA, M BALL

6: 1382 PUNKIN RIDGE RD, LA JOSE, PA 15753-7125

Address	Dates	Phones
1382 PUNKIN RIDGE RD LA JOSE, PA 15753-7125 COUNTY: CLEARFIELD	10/2004	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Other Associates

SAMUEL, D BRINK

BRINK, SAM D

BRINK, SAMUEL D

7: RR 1 BOX 548, LA JOSE, PA 15753-9801

Address	Dates	Phones
RR 1 BOX 548 LA JOSE, PA 15753-9801 COUNTY: CLEARFIELD	06/2003	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

8: RR 1 BOX B548, LA JOSE, PA 15753-9801

Address	Dates	Phones
RR 1 BOX B548 LA JOSE, PA 15753-9801 COUNTY: CLEARFIELD	11/2002	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

9: RR 1 BOX 503, LA JOSE, PA 15753-9614

Address	Dates	Phones
RR 1 BOX 503 LA JOSE, PA 15753-9614 COUNTY: CLEARFIELD	06/2002	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

10: RR 1 BOX 559, LA JOSE, PA 15753-9616

Address	Dates	Phones
RR 1 BOX 559 LA JOSE, PA 15753-9616 COUNTY: CLEARFIELD	06/2002	
Census Data for this Geographical Region		
Median Head of Household Age:		
Median Income:		
Median Home Value:		
Median Education Level:		
11: WATER ST, MAHAFFEY, PA 15757		
Address	Dates	Phones
WATER ST MAHAFFEY, PA 15757 COUNTY: CLEARFIELD	04/1999	
Census Data for this Geographical Region		
Median Head of Household Age:		
Median Income:		
Median Home Value:		
Median Education Level:		
12: 101 MEADOW VIEW CT APT 201, STAFFORD, VA 22554-7720		
Address	Dates	Phones
101 MEADOW VIEW CT APT 201 STAFFORD, VA 22554-7720 COUNTY: STAFFORD	10/1996	491-5875
Census Data for this Geographical Region		
Median Head of Household Age:		
Median Income:		
Median Home Value:		
Median Education Level:		
13: 33 DARLING ST APT, SOUTHBURG, CT 06489-2632		
Address	Dates	Phones
33 DARLING ST APT SOUTHBURG, CT 06489-2632 COUNTY: HARTFORD	03/1994	(860) 628-5695 (860) 378-2140 (860) 426-9092 491-5875
Census Data for this Geographical Region		
Median Head of Household Age:		
Median Income:		
Median Home Value:		
Median Education Level:		
14: RR 1 BOX 17, FLINTON, PA 16640-9801		
Address	Dates	Phones
RR 1 BOX 17 FLINTON, PA 16640-9801 COUNTY: CAMBRIA	08/1993	
Census Data for this Geographical Region		
Median Head of Household Age:		
Median Income:		
Median Home Value:		

Median Education Level:

Other Associates

HAMILTON, DAVID C

HAMILTON, ANN H

HAMILTONEN, ANNES H

HAMILTON, JANE M

IVORY, JANE

SCOTT, JANE M

HAMILTON, JANEY M

SCOTT, JANEY M

15: 3 ARLINGTON ST, NORWALK, CT 06850-2604

Address	Dates	Phones
3 ARLINGTON ST NORWALK, CT 06850-2604 COUNTY: FAIRFIELD	03/1992	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

16: PO BOX 214, IRVONA, PA 16656-0214

Address	Dates	Phones
PO BOX 214 IRVONA, PA 16656-0214 COUNTY: CLEARFIELD	12/1991	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Residents

BALL, JAMES W

BALL, WALTER J

BALL, TERRI L

DAVIDSON, TERRI L

FALL, TERRI L

BALL, THERESA L

DAVIDSON, THERESA L

BALL, THERSA L

Other Associates

BALL, ANGELA KAY

CRAWFORD, ANGELA K

CRAWFORD, ANGIE K

17: 13668 LYNN ST, WOODBRIDGE, VA 22191-2124

Address	Dates	Phones
13668 LYNN ST WOODBRIDGE, VA 22191-2124 COUNTY: PRINCE WILLIAM	11/1990	(703) 491-2449 491-5875

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Other Associates

LENHART, LINDA M
 SHAFFER, LINDA M
 ZIPF, LINDA M

18: PO BOX, IRVONA, PA 16656

Address	Dates	Phones
PO BOX IRVONA, PA 16656 COUNTY: CLEARFIELD	01/1989	

Census Data for this Geographical Region

Median Head of Household Age:

Median Income:

Median Home Value:

Median Education Level:

Residents

BALL, WAL T

Potential Relatives**Potential Relatives**

No. Full Name	Address	Phone
1. BALL, THOMAS W SSN: 185-54-XXXX (PENNSYLVANIA: 1975-1976) DOB: 11/1973	RR 1 BOX 120 IRVONA, PA 16656-9747 COUNTY: CLEARFIELD	
1.1. BALL, ROBERT R SSN: 210-56-XXXX (PENNSYLVANIA: 1977-1979) DOB: 10/1972	1093 MOSS CREEK RD NORTHERN CAMBRIA, PA 15714-8115 COUNTY: CAMBRIA	(814) 951-0317
1.2. BALL, THOMAS W	PO BOX 404 OXFORD, AR 72565-0404 COUNTY: IZARD	
1.3. BALL, ANGELA	HC 79 APT OXFORD, AR 72565 COUNTY: IZARD	
1.4. BALL, DARRELL	HC 79 APT OXFORD, AR 72565 COUNTY: IZARD	
1.5. BALL, LINDA	HC 79 APT OXFORD, AR 72565 COUNTY: IZARD	
1.6. BALL, ANGELA	PO BOX 298 OXFORD, AR 72565-0298 COUNTY: IZARD	
2. BALL, MELVA M M • AKA: BALL, MELVA MARIE SSN: 190-40-XXXX (PENNSYLVANIA: 1965-1967) DOB: 03/1950	RR 1 BOX 46K IRVONA, PA 16656-9729 COUNTY: CLEARFIELD	
2.1. BALL, TINA	PO BOX 398 OXFORD, AR 72565-0398 COUNTY: IZARD	
3. BALL, WALTER JAY • AKA: JAY BALL, WALTER	RR 1 BOX 46K IRVONA, PA 16656-9729	

SSN: 048-30-XXXX
(CONNECTICUT: 1954-1958)
→ SSN belongs to a person reported as deceased.

DOB: 05/1939

3.1. BALL, JAY W

4. BALL, MELA J

5. BALL, JAMES W
SSN: 185-54-XXXX
(PENNSYLVANIA: 1975-1976)
→ SSN belongs to a person reported as deceased.
DOB: 01/1972

5.1. BALL, WALTER J

6. BALL, WALTER J
DOB: 08/1966

7. BALL, TERRI L
• AKA: DAVIDSON, TERRI L
• AKA: FALL, TERRI L
• AKA: BALL, THERESA L
• AKA: DAVIDSON, THERESA L
• AKA: BALL, THERSA L
SSN: 185-54-XXXX
(PENNSYLVANIA: 1975-1976)
DOB: 03/1971
DOB: 03/1971

7.1. DAVIDSON, JUDY A
SSN: 170-30-XXXX
(PENNSYLVANIA: 1953-1956)
DOB: 09/1938

7.2. DAVIDSON, RANDALE L
• AKA: DAVIDSON, RANDALL L
• AKA: TRUCKING, RANDALL L
• AKA: TRUCKING, RANDY DAVIDSON
SSN: 182-52-XXXX
(PENNSYLVANIA: 1974-1975)
DOB: 1966
DOB: 01/1961

7.3. DAVIDSON, WAVA J
• AKA: HAUCK, WAVA J
SSN: 194-34-XXXX
(PENNSYLVANIA: 1960-1963)
DOB: 12/1944

7.4. BALL, WALTER

7.5. DAVIDSON, WAVA J

8. BALL, WAL T

COUNTY: CLEARFIELD

HC 79 BOX 398
OXFORD, AR 72565-9409
COUNTY: IZARD

RR 1 BOX 46K
IRVONA, PA 16656-9729
COUNTY: CLEARFIELD

PO BOX 214
IRVONA, PA 16656-0214
COUNTY: CLEARFIELD

GENERAL DELIVERY
OXFORD, AR 72565-9999
COUNTY: IZARD

PO BOX 214
IRVONA, PA 16656-0214
COUNTY: CLEARFIELD

PO BOX 214
IRVONA, PA 16656-0214
COUNTY: CLEARFIELD

RR 1 BOX 260
MAHAFFEY, PA 15757-9801
COUNTY: CLEARFIELD

182 BANNER RIDGE RD
MAHAFFEY, PA 15757-6301
COUNTY: CLEARFIELD

2272 CLOVER RUN RD
MAHAFFEY, PA 15757-7002
COUNTY: CLEARFIELD

RR 1 BOX 44
MAHAFFEY, PA 15757-9801
COUNTY: CLEARFIELD

RR 1 BOX 44
MAHAFFEY, PA 15757-9801
COUNTY: CLEARFIELD

PO BOX
IRVONA, PA 16656
COUNTY: CLEARFIELD

(814) 277-6766

Associated Entities

Person

Person Associates

No. Full Name	Address	SSN	Phone	DOB
1. BALL, ANGELA KAY CRAWFORD, ANGELA K CRAWFORD, ANGIE K	PO BOX 214 IRVONA, PA 16656-0214 COUNTY: CLEARFIELD	174-62-XXXX (PENNSYLVANIA: 1981-1984)		10/1972 10/1972
2. SAMUEL, D BRINK BRINK, SAM D BRINK, SAMUEL D	1382 PUNKIN RIDGE RD LA JOSE, PA 15753-7125 COUNTY: CLEARFIELD	171-46-XXXX (PENNSYLVANIA: 1969-1971)		01/1953
3. DAVID, CHARLES HAMILTON HAMILTON, DAVID HAMILTON, DAVID C	101 MEADOW VIEW CT APT STAFFORD, VA 22554-7720 COUNTY: STAFFORD	171-58-XXXX (PENNSYLVANIA: 1977-1979)	(540) 288- 9425 (540) 659- 2597 (540) 657- 8549	1961 1965
4. HAMILTON, DAVID C	RR 1 BOX 17 FLINTON, PA 16640-9801 COUNTY: CAMBRIA	189-34-XXXX (PENNSYLVANIA: 1960-1962)		05/1943
5. HAMILTON, ANN H HAMILTONEN, ANNES H	RR 1 BOX 17 FLINTON, PA 16640-9801 COUNTY: CAMBRIA	194-36-XXXX (PENNSYLVANIA: 1963-1964)		06/1945
6. HAMILTON, JANE M IVORY, JANE SCOTT, JANE M HAMILTON, JANEY M SCOTT, JANEY M	RR 1 BOX 17 FLINTON, PA 16640-9801 COUNTY: CAMBRIA	159-66-XXXX (PENNSYLVANIA: 1985-1987)		06/1968 1967
7. LENHART, LINDA M SHAFFER, LINDA M ZIPF, LINDA M	13668 LYNN ST WOODBRIDGE, VA 22191- 2124 COUNTY: PRINCE WILLIAM	205-64-XXXX (PENNSYLVANIA: 1985-1987)	(703) 491- 2449	11/1970
8. TINA, M BALL	PO BOX 52 MAHAFFEY, PA 15757-0052 COUNTY: CLEARFIELD			
9. HAMILTON, DAVID C	101 MEADOW VIEW CT APT STAFFORD, VA 22554-7720 COUNTY: STAFFORD		(540) 288- 9425 (540) 659- 2597 (540) 657- 8549	

Neighbors

Neighbors

RR 1 BOX 46K, IRVONA, PA

Name	Address	Phone
	RR 1 BOX 46 IRVONA, PA 16656-9801 COUNTY: CLEARFIELD	
	RR 1 BOX 46 IRVONA, PA 16656-9729 COUNTY: CLEARFIELD	
	RR 1 BOX 46K IRVONA, PA 16656-9729 COUNTY: CLEARFIELD	
	RR 1 BOX 46A IRVONA, PA 16656-9729 COUNTY: CLEARFIELD	
	RR 1 BOX 46B IRVONA, PA 16656-9729	

COUNTY: CLEARFIELD

Sources

Sources

All Sources	<u>40 Source</u>
Person Locator 1	<u>1 Source</u>
Historical Person Locator	<u>23 Source</u>
Person Locator 2	<u>12 Source</u>
Tax Assessor Records	<u>3 Source</u>
Utility Locator	<u>1 Source</u>

Key:

⚠ High or moderate risk indicator. These flags may prompt you to investigate further
✓ The most recent telephone listing as reported by the EDA source

Important: The Public Records and commercially available data sources used in SmartLinx(TM) Reports have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the information contained in the SmartLinx(TM) Reports is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Source: [Public Records](#) > [SmartLinx\(TM\)](#) > [SmartLinx\(TM\) - Person Summary Reports](#) [\[i\]](#)

Terms: [last-name\(Ball\)](#) , [first-name\(Tina\)](#) , [other-name\(M\)](#) , [state\(PA\)](#) , [ssn\(100-00-0000\)](#) ([Edit Search](#))

View: Full

Date/Time: Wednesday, March 15, 2006 - 8:53 AM EST



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Last Name	First Name	Middle Name	SSN
████████████████	████████████████	████████████████	████████████████
Street Address	City	State	Zip
████████████████	████████████████	████████	████████
Phone	DOB	Age Range	
████████████████	████████████████	████████	████████

 Search for other possible name spellings Include Bankruptcies (\$0.25)

Output Type: Formatted HTML Cut and Paste / Printer Friendly Text (No Reports)

Important: The Public Records and commercially available data sources used in this system have errors. Data is sometimes entered poorly, processed incorrectly and is generally not free from defect. This system should not be relied upon as definitively accurate. Before relying on any data this system supplies, it should be independently verified. For Secretary of State documents, the following data is for information purposes only and is not an official record. Certified copies may be obtained from that individual state's Department of State.

Search completed

Records: 1 to 29 of 29

Click Icons Below To Run a Report		Export to Excel	Icon Legend	Click Icons Below To Run a Report	
	All	Full Name	Age/DOB	Address	Dates
	TINA M BALL	37	RR 1 BOX 46K IRVONA PA 16656-9729		Nov 00 - Jan 06
	TINA M BALL		9343 TYRONE PIKE IRVONA PA 16656-8705		May 05 - Aug 05
	TINA M BALL		PO BOX 46K IRVONA PA 16656-0046		May 05
	TINA M BALL		RR 1 BOX 120 IRVONA PA 16656-9747		Oct 04 - Apr 05
	TINA M BALL	37	PO BOX 52 MAHAFFEY PA 15757-0052		May 99 - Feb 05 672-4389
	TINA M BALL		1382 PUNKIN RIDGE RD LA JOSE PA 15753-7125		Apr 02 - Oct 04
	TINA M BALL		RR 1 BOX 548 LA JOSE PA 15753-9801		Jan 89 - Jun 03 491-5875
	TINA M BALL	37	RR 1 BOX B548 LA JOSE PA 15753-9801		Jan 95 - Nov 02
	TINA M BALL		RR 1 BOX 503		Apr 02 - Jun 02

				LA JOSE PA 15753-9614		
				TINA M BALL [REDACTED]	RR 1 BOX 559 LA JOSE PA 15753-9616	Apr 02 - Jun 02
				TINA M BALL [REDACTED]	RR 1 BOX 548 LA JOSE PA 15753-9801	Feb 01 672-4389
				M BALL TINA [REDACTED]	RR 1 BOX 548 LA JOSE PA 15753-9801	Feb 01 672-4389
				M B TINA [REDACTED]	PO BOX 148 MAHAFFEY PA 15757-0148	Jul 99 - Oct 00
				M BALL TINA [REDACTED]	PO BOX 52 MAHAFFEY PA 15757-0052	Oct 00 672-4389
				TINA M BALL 37 [REDACTED] May 23, 1968	PO BOX 548 LA JOSE PA 15753	Sep 96 - Nov 99 491-5875
				TINA M BALL 37 [REDACTED] May 23, 1968	PO BOX 548 LA JOSE PA 15753	Feb 98 - Nov 99 277-8864
				TINA M BALL [REDACTED]	WATER ST MAHAFFEY PA 15757	Apr 99 672-5848
				M B TINA [REDACTED]	RR 1 BOX 548 LA JOSE PA 15753-9616	Sep 98
				TINA M BALL 37 [REDACTED] May 23, 1968	RR 1 BOX 548 RIDGWAY PA 15853-9801	Oct 96 - Jan 97
				TINA M BALL 37 [REDACTED] May 23, 1968	101 MEADOW VIEW CT APT 201 STAFFORD VA 22554-7720	Sep 89 - Oct 96 672-5848
				TINA M BALL [REDACTED]	101 MEADOW VIEW CT APT 201 STAFFORD VA 22554-7720	Nov 95 - Oct 96 491-5875
				TINA M BALL [REDACTED]	33 DARLING ST SOUTHBURG CT 06489-2632	Jan 89 - Mar 94 491-5875
				TINA M BALL 37 [REDACTED] May 23, 1968	RR 1 BOX 17 FLINTON PA 16640-9801	Feb 91 - Aug 93 491-5875
				TINA BALL [REDACTED]	3 ARLINGTON ST NORWALK CT 06850-2604	Mar 92
				TINA M BALL [REDACTED]	PO BOX 214 IRVONA PA 16656-0214	Jan 89 - Dec 91 491-5875
				TINA M BALL [REDACTED]	13668 LYNN ST WOODBRIDGE VA 22191-2124	Nov 90 491-5875
				TINA M BALL [REDACTED]	PO BOX IRVONA PA 16656	Jan 89 491-5875
				TINA M BALL [REDACTED]	RR 1 BOX 46 IRVONA PA 16656-9801	Jan 89 672-4389
				M BALL TINA [REDACTED]	RR 1 BOX 46 IRVONA PA 16656-9801	Jan 89 672-4389

Export to Excel

Records: 1 to 29 of 29

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

ORDER OF COURT

AND NOW, this _____ day of _____, 2006, upon consideration of the forgoing Motion, it is Ordered that said Motion is GRANTED. Service of original process in this matter shall be made on the Defendant by Plaintiff's counsel by mailing a copy of the Complaint by Certified Mail, Return Receipt Requested and by regular United States Mail postage prepaid to the Defendant's last known addresses of RR 1, Box 46K, Irvona, PA 16656 and 962 Strong's Road, Irvona, PA 16656, with said service deemed effective upon the date of mailing.

By the Court:

J.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
CIVIL DIVISION

FORD MOTOR CREDIT CO.,
Plaintiff

vs.

TINA M. BALL,
Defendant

*
*
*
*
*
*
*

NO. 05-1028-CD

ORDER

NOW, this 20th day of March, 2006, the Plaintiff is granted leave to serve the Complaint in Civil Action upon the Defendant Tina M. Ball by publication one time in The Progress (Clearfield) and the Clearfield County Legal Journal, by regular mail and by certified mail, return receipt requested, at the Defendant's addresses of, RR 1, Box 46K, Irvona, PA 16656 and 962 Strong's Road, Irvona, PA 16656. All further service of legal papers, including but not limited to motions, petitions and rules shall be made by certified and regular mail to Defendant's addresses.

BY THE COURT,



FREDRIC J. AMMERMAN
President Judge

FILED

01/10/37/01
MAR 21 2006

300
Amy Morris
⑥

William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

**PRAECIPE TO
REINSTATE
COMPLAINT**

Filed on behalf of:
Ford Motor Credit Co.,
Plaintiff

Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412)429-7675

BALL, TINA 2800.2815.wpd

FILED Atty pd.7.00
APR 21 2006 10:11:2006
Compl. Reinstate
to Atty
William A. Shaw
Prothonotary/Clerk of Courts
GR

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

PRAECIPE TO REINSTATE COMPLAINT

TO: Prothonotary

Please reinstate Complaint in Civil Action on behalf of Plaintiff, Ford Motor Credit Company, and against Defendant, above named. Thank you.

Date: 4/19/06

Respectfully submitted:

Gregg L. Morris, Esquire
Paterno & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

**AFFIDAVIT OF SERVICE AND
PROOF OF PUBLICATION**

Filed on behalf of
Ford Credit t/d/b/a
Ford Motor Credit Co.,
Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED
MAY 11:45 PM 2006
MAY 22 2006
NO CC
LM

William A. Shaw
Prothonotary/Clerk of Courts

AFFIDAVIT OF SERVICE
AND PROOF OF PUBLICATION

COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF ALLEGHENY) SS:

BEFORE ME, the undersigned authority, a notary public in and for said county and state, personally appeared Gregg L. Morris who, being duly sworn according to law, deposes and say that he mailed a true and correct copy of the **Complaint in Civil Action** filed in this case, by Certified Mail, return receipt requested, and by regular United States mail, postage pre-paid, on April 24, 2006, to the following:

Tina M. Ball
962 Strong's Road
Irvona, PA 16656

Tina M. Ball
RR 1, Box 46K
Irvona, PA 16656

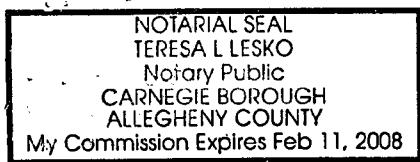
A true and correct copy of the certified mail receipt, marked Exhibit "A", is attached hereto, and made a part hereof. He further deposes and states that proof of publication in The Progress (Clearfiled) and the Clearfield County Legal Journal are attached hereto collectively referred to as Plaintiff's Exhibit "B" and incorporated herein by reference,

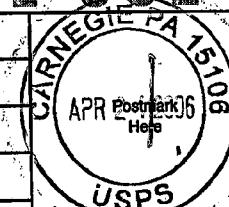
~~Gregg L. Morris, Esquire
Attorney for Plaintiff~~

Sworn to and subscribed before

me this 18th day of May, 2006

Notary Public



U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT (Domestic Mail Only, No Insurance Coverage Provided)	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
→	Postage \$ 63
↓	Certified Fee 2.40
↓	Return Receipt Fee (Endorsement Required) 1.85
↓	Restricted Delivery Fee (Endorsement Required)
↓	Total Postage & Fees \$ 4.88
Sent To Tim M. Ball 962 Strong's Road Irving, PA 16644	
	

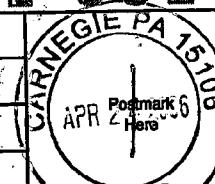
U.S. Postal Service™ CERTIFIED MAIL™ RECEIPT <i>(Domestic Mail Only; No Insurance Coverage Provided)</i>	
For delivery information visit our website at www.usps.com	
OFFICIAL USE	
Postage	\$ 63
Certified Fee	2.40
Return Receipt Fee (Endorsement Required)	1.85
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 4.88
	
Sent To <i>Tina M. Ball</i> <i>Street, Apt. No.:</i> <i>or PO Box No.</i> <i>RR1, Box 46K</i> <i>City, State, ZIP+4</i> <i>Envora, PA 110654</i>	

Exhibit "A"

IN THE COURT
OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA
NO. 05-1028-CD
FORD MOTOR CREDIT CO.,
Plaintiff
v.

TINAM. BALL,
Defendant.

CIVIL ACTION FOR
DEFAULT OF A
RETAIL INSTALLMENT
CONTRACT FOR SALE
OF AN AUTOMOBILE
NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK
COURT ADMINISTRATOR
CLEARFIELD COUNTY
COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641, Ext. 5982
4:24-1d-b

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
COUNTY OF CLEARFIELD : SS:

On this 26th day of April, A.D. 20 06, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Margaret E. Krebs, who being duly sworn according to law, deposes and says that she is the President of The Progressive Publishing Company, Inc., and Associate Publisher of The Progress, a daily newspaper published at Clearfield, in the County of Clearfield and State of Pennsylvania, and established April 5, 1913, and that the annexed is a true copy of a notice or advertisement published in said publication in

the regular issues of April 24, 2006

And that the affiant is not interested in the subject matter of the notice or advertising, and that all of the allegations of this statement as to the time, place, and character of publication are true.

Margaret E. Krebs

Sworn and subscribed to before me the day and year aforesaid.

Cheryl J. Robison
Notary Public

COMMONWEALTH OF PENNSYLVANIA

Clearfield, Pa.

Notarial Seal

Cheryl J. Robison, Notary Public
Clearfield Boro, Clearfield County

My Commission Expires Oct. 31, 2007

Member, Pennsylvania Association Of Notaries

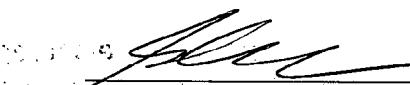
My Commission Expires
October 31, 2007

Exhibit "B"

PROOF OF PUBLICATION

STATE OF PENNSYLVANIA :
:
COUNTY OF CLEARFIELD :

On this 28th day of April AD 2006, before me, the subscriber, a Notary Public in and for said County and State, personally appeared Gary A. Knaresboro editor of the Clearfield County Legal Journal of the Courts of Clearfield County, and that the annexed is a true copy of the notice or advertisement published in said publication in the regular issues of Week of April 28, 2006. Vol. 18 No. 17. And that all of the allegations of this statement as to the time, place, and character of the publication are true.



Gary A. Knaresboro, Esquire
Editor

Sworn and subscribed to before me the day and year aforesaid.

Sharon J. Pusey
Notary Public
My Commission Expires

NOTARIAL SEAL
SHARON J. PUSEY, Notary Public
Clearfield, Clearfield County, PA
My Commission Expires APRIL 7, 2007

Patenaude Felix A.P.C.
213 East Main Street
Carnegie PA 15106

2800.2815

IN THE COURT OF COMMON PLEAS
OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO., Plaintiff,
v. TINA M. BALL, Defendant
CIVIL ACTION FOR DEFAULT OF A
RETAIL INSTALLMENT CONTRACT FOR
SALE OF AN AUTOMOBILE
NOTICE

If you wish to defend, you must enter a written appearance personally or by attorney and file your defenses or objections in writing with the court. You are warned that if you fail to do so the case may proceed without you and a judgment may be entered against you without further notice for the relief requested by the plaintiff. You may lose money or property or other rights important to you.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP:

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK, COURT ADMINISTRATION, CLEARFIELD COUNTY COURTHOUSE, CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982

Patenaude Felix A.P.C., 213 East Main Street, Carnegie, PA 15106. 412-429-7675.

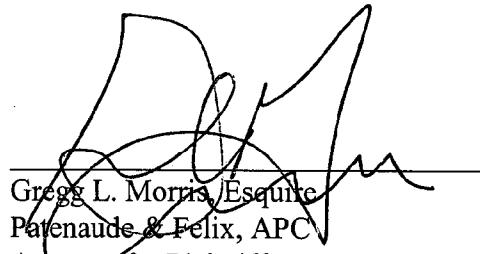
I, Gregg L. Morris, attorney for Plaintiff, above named, hereby certify that a true and correct copy of foregoing document was served this date by Certified Mail, return receipt requested, and by regular United States mail, postage pre-paid, on May 18, 2006, to the following:

Tina M. Ball
962 Strong's Road
Iriona, PA 16656

Tina M. Ball
RR 1, Box 46K
Iriona, PA 16656

Date: 5/18/06

Gregg L. Morris, Esquire
Patenaude & Felix, APC
Attorney for Plaintiff
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675



GREGG L. MORRIS, ESQ.
PATENAUDA & FELIX, A.P.C.
213 E. MAIN STREET
CARNEGIE, PA 15106
(412) 429-7675
FACSIMILE (412) 429-7679
PA ID#69006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL)
AUTOMOTIVE SERVICES)
Plaintiff,) NO. 05 1028 CD
v.)
TINA M BALL,)
Defendant(s).)

**P R A E C I P E F O R
D E F A U L T J U D G M E N T**

Filed on behalf of:
FORD CREDIT PRIMUS FINANCIAL
AUTOMOTIVE SERVICES,
Plaintiff

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 East Main Street
Carnegie, PA 15106
(412) 429-7675

FILED
JUN 16 2006
M1370 Atty. Morris pd
William A. Shaw \$20.00
Prothonotary/Clerk of Courts
Noticed
Def
Statement to
Atty.

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL)
AUTOMOTIVE SERVICES,) NO. 05 1028 CD
Plaintiff)
)
v.)
)
TINA M BALL,)
)
Defendant(s))

PLAINTIFF'S PRAECIPE FOR DEFAULT JUDGMENT

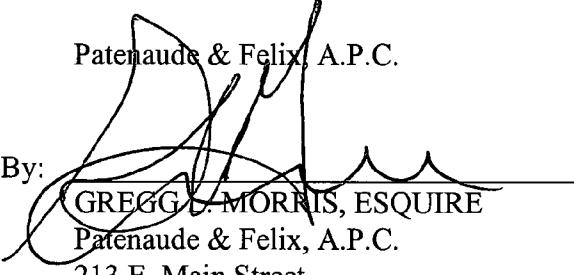
TO: PROTHONOTARY

Please enter a judgment against the Defendant(s), above named, for failure to file an Answer to Plaintiff's complaint.

Amount claimed in Complaint	\$9,359.89
Interest from January 24, 2005	\$1,110.67
Attorney's fees	<u>\$2,800.00</u>
TOTAL	\$13,270.56

With continuing interest on the principal amount of \$13,270.56, with interest at the legal rate, plus costs of suit.

I hereby certify that a written notice of intention to file this praecipe was mailed to the Defendant(s) and Defendant(s) counsel (if known), after the default had occurred and at least ten (10) days prior to the date of the filing of this praecipe. A copy of the Notice is attached.

By: 
GREGG L. MORRIS, ESQUIRE
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

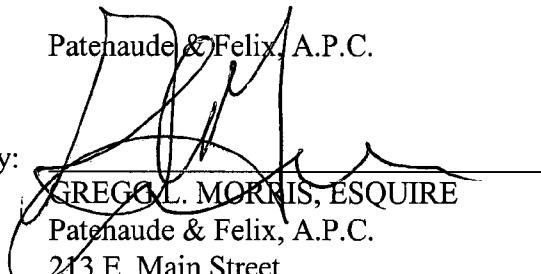
IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL)
AUTOMOTIVE SERVICES,)
Plaintiff) NO. 05 1028 CD
v.)
TINA M BALL,)
Defendant(s))

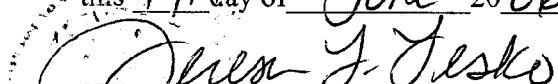
PLAINTIFF'S AFFIDAVIT OF NON-MILITARY SERVICE AND MAILING OF
NOTICE PURSUANT TO Pa.R.C.P. 1037(b)

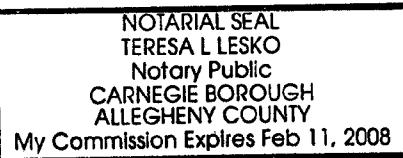
COMMONWEALTH OF PENNSYLVANIA)
COUNTY OF ALLEGHENY)

Before me, the undersigned authority, a Notary Public in and for said County and State, Personally appeared Gregg L. Morris, Attorney for and authorized representative of Plaintiff, who being duly sworn according to law, deposes and states that the Defendant(s), TINA M BALL, is not in the military service of the United States of America to the best of his knowledge, information and belief and certifies that Notice of Intent to take Default Judgment was mailed in accordance with Pa.R.C.P. 237.1, as evidenced by the attached copy.

Patenaude & Felix, A.P.C.
By: 
GREGG L. MORRIS, ESQUIRE
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Sworn to and subscribed before me
this 14th day of June 2006,


Notary Public



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)
Plaintiff,) NO. 05-1028-CD
v.)
TINA M. BALL,)
Defendant.)

IMPORTANT NOTICE

Filed on behalf of:
Ford Motor Credit Co.

Plaintiff

Counsel of Record for This
Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412)429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.,)	
)	NO. 05-1028-CD
Plaintiff,)	
)	
v.)	
)	
TINA M. BALL,)	
)	
Defendant.)	
To: Tina M. Ball		Tina M. Ball
RR 1, Box 46K		962 Strong Rd.
Irvona, PA 16656		Irvona, PA 16656

Date of Notice: June 1, 2006

YOU ARE IN DEFAULT BECAUSE YOU HAVE FAILED TO ENTER A WRITTEN APPEARANCE PERSONALLY OR BY ATTORNEY AND FILE IN WRITING WITH THE COURT YOUR DEFENSES OR OBJECTIONS TO THE CLAIMS SET FORTH AGAINST YOU. UNLESS YOU ACT WITHIN TEN DAYS FROM THE DATE OF THIS NOTICE, A JUDGMENT MAY BE ENTERED AGAINST YOU WITHOUT A HEARING AND YOU MAY LOSE YOUR PROPERTY OR OTHER IMPORTANT RIGHTS.

YOU SHOULD TAKE THIS NOTICE TO A LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW. THIS OFFICE CAN PROVIDE YOU WITH INFORMATION ABOUT HIRING A LAWYER.

IF YOU CANNOT AFFORD TO HIRE A LAWYER, THIS OFFICE MAY BE ABLE TO PROVIDE YOU WITH INFORMATION ABOUT AGENCIES THAT MAY OFFER LEGAL SERVICES TO ELIGIBLE PERSONS AT A REDUCED FEE OR NO FEE.

DAVID S. MEHOLICK
COURT ADMINISTRATION
CLEARFIELD COUNTY COURTHOUSE
CLEARFIELD, PA 16830
(814) 765-2641 Ext. 5982

By:

Patenaude & Felix, A.P.C.
Gregg L. Morris, Esquire
Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

I, Gregg L Morris, attorney for Plaintiff, Ford Motor Credit Co., hereby certify that a true and correct copy of the foregoing document was served this date by US First Class Mail, postage prepaid upon the following:

Tina M. Ball
962 Strong's Road
Irvona, PA 16656

Tina M. Ball
RR 1, Box 46K
Irvona, PA 16656

Date: June 1, 2006

Gregg L Morris, Esquire
Patenaude & Felix, A.P.C.
Attorneys for Plaintiff
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

GREGG L. MORRIS, ESQ.
PATENAUDA & FELIX, A.P.C.
213 E. MAIN STREET
CARNEGIE, PA 15106
(412) 429-7675
FACSIMILE (412) 429-7679
PA ID#69006

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL)
AUTOMOTIVE SERVICES)
) NO. 05 1028 CD
Plaintiff,)
)
v.)
)
TINA M BALL ,)
)
Defendant(s).)

**NOTICE OF ORDER,
DECREE OR JUDGMENT**

Filed on behalf of:
FORD CREDIT PRIMUS FINANCIAL
AUTOMOTIVE SERVICES,
Plaintiff

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 East Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD CREDIT PRIMUS FINANCIAL)
AUTOMOTIVE SERVICES,)
Plaintiff)
v.)
TINA M BALL ,)
Defendant(s))

NOTICE OF ORDER, DECREE OR JUDGMENT

TO: () Plaintiff (X) Defendant () Garnishee () Additional Defendant

You are hereby notified that the following Order, Decree, or Judgment has been entered against you on June 16, 2006

Decree Nisi in Equity
 Final Decree in Equity
 Judgment of Confession Verdict Court Order
 Default Non-suit
 Non-Pros Arbitration Award

(X) Judgment in the amount of \$13,270.56, plus cost.

District Justice Transcript of Judgment in the amount of \$ _____, plus costs.

() If not satisfied within sixty (60) days, your motor vehicle operator's license will be suspended by the Department of Transportation.

Prothonotary

By William Johnson
Deputy

If you have questions concerning the above, please contact:

Name of Attorney: GREGG L. MORRIS, ESQUIRE
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA
STATEMENT OF JUDGMENT

Ford Motor Credit Co.

Plaintiff(s)

No.: 2005-01028-CD

Real Debt: \$13,270.56

Atty's Comm: \$

Vs.

Costs: \$

Int. From: \$

Tina M. Ball

Defendant(s)

Entry: \$20.00

Instrument: Default Judgment

Date of Entry: June 16, 2006

Expires: June 16, 2011

Certified from the record this June 16, 2006



William A. Shaw, Prothonotary

SIGN BELOW FOR SATISFACTION

Received on _____, _____, of defendant full satisfaction of this Judgment,
Debt, Interest and Costs and Prothonotary is authorized to enter Satisfaction on the same.

Plaintiff/Attorney

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

)

Plaintiff

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NO. 05 1028 CD

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TINA M BALL

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CSB BANK

)

)

Garnishee

)

**PRAECLPICE FOR WRIT OF
EXECUTION**

Filed on behalf of:
FORD MOTOR CREDIT CO.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

FILED Atty pd.
MTH:08/01
SEP 20 2010 20.00
ACC & levants
to Sheriff
B
William A. Shaw
Notary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.)
Plaintiff) NO. 05 1028 CD
v.)
TINA M BALL)
Defendant(s))
CSB BANK)
Garnishee)

PRAECIPE FOR WRIT OF EXECUTION

To The Prothonotary:

Issue writ of execution in the above matter,

- (1) directed to the Sheriff of Clearfield County;
- (2) against, TINA M BALL Defendant(s);
- (3) against, CSB BANK, Garnishee;
- (4) and index this writ
 - (a) against, Defendant(s) TINA M BALL, Defendant(s); and
 - (b) against CSB BANK, Garnishee;

as a *lis pendens* against real property of the Defendant(s) in the name of the garnishee as follows:

(5) Amount due	\$13,270.56
Interest from June 16, 2006	<hr/>
At 6.00 % per annum	\$2,315.97
(Costs to be added)	<hr/>
	\$
	1466.00
	Prothonotary costs

Attorney for Plaintiff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

)

)

Plaintiff) NO. 05 1028 CD

)

)

v.

)

)

TINA M BALL

)

)

Defendant(s))

)

)

CSB BANK

)

Garnishee)

WRIT OF EXECUTION

Filed on behalf of:
FORD MOTOR CREDIT CO.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.)
Plaintiff) NO. 05 1028 CD
v.)
TINA M BALL)
Defendant(s))
CSB BANK)
Garnishee)

WRIT OF EXECUTION

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against TINA M BALL, Defendant(s),

(1) You are directed to levy upon the property of the defendant(s) and to sell his interest therein;

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of CSB BANK as Garnishee, and to notify garnishee that

(a) an attachment has issued;

(b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof:

(c) the attachment shall not include [any funds in an account of the defendant with a bank or other financial institution]

(i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or] (i) the first \$10,000 of each account of the defendant in with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set

aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. 8123.

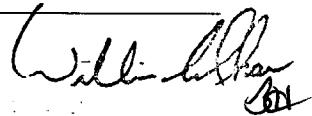
(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such person that he/she has been added as a garnishee and is enjoined as above stated.

Amount due	\$13,270.56
Interest from June 16, 2006	
At 6.00 % per annum	\$2,315.97
(Costs to be added)	\$

146.00 Prothonotary costs

Seal
BY 9/20/10

Prothonotary



IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.)
Plaintiff) NO. 05 1028 CD
v.)
TINA M BALL)
Defendant(s))
CSB BANK)
Garnishee)

WRIT OF EXECUTION NOTICE

Filed on behalf of:
FORD MOTOR CREDIT CO.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.)
Plaintiff) NO. 05 1028 CD
v.)
TINA M BALL)
Defendant(s))
CSB BANK)
Garnishee)

WRIT OF EXECUTION
NOTICE

This paper is a Writ of Execution. It has been issued because there is a judgment against you. It may cause your property to be held or taken to pay the judgment. You may have legal rights to prevent your property from being taken. A lawyer can advise you more specifically of these rights. If you wish to exercise your rights, you must act promptly.

The law provides that certain property cannot be taken. Such property is said to be exempt. There is a debtor's exemption of \$300. There are other exemptions which may be applicable to you. Attached is a summary of some of the major exemptions. You may have other exemptions or other rights.

If you have an exemption, you should do the following promptly: (1) Fill out the attached claim form and demand for a prompt hearing. (2) Deliver the form or mail it to the Sheriff's Office at the address noted.

You should come to court ready to explain your exemption. If you do not come to court and prove your exemption, you may lose some of your property.

YOU SHOULD TAKE THIS PAPER TO YOUR LAWYER AT ONCE. IF YOU DO NOT HAVE A LAWYER OR CANNOT AFFORD ONE, GO TO OR TELEPHONE THE OFFICE SET FORTH BELOW TO FIND OUT WHERE YOU CAN GET LEGAL HELP.

CLEARFIELD COUNTY COURTHOUSE
DAVID S. MEHOLICK, COURT ADMINISTRATOR 230 EAST MARKET STREET
CLEARFIELD PA 16830
814-765-2641

MAJOR EXEMPTIONS UNDER
PENNSYLVANIA AND
FEDERAL LAW

- A. \$300 statutory exemption
- B. Bibles, school books, sewing machines, uniforms and equipment
- C. Most wages and unemployment compensation
- D. Social Security Benefits
- E. Certain retirement funds and accounts
- F. Certain veteran and armed forces benefits
- G. Certain insurance proceeds
- H. Such other exemptions as may be provided by law

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

)

)

Plaintiff

) NO. 05 1028 CD

)

)

v.

)

)

TINA M BALL

)

)

Defendant(s)

)

)

CSB BANK

)

Garnishee

)

CLAIM FOR EXEMPTION
TO THE SHERIFF:

I, the above named defendant, claim exemption of property from levy or attachment:

(1) From my personal property in my possession which has been levied upon,

(a) I desire that my \$300 statutory exemption be

(i) set aside in kind (specify the property to be set aside in kind): _____

_____ (ii) paid in cash following the sale of the property levied upon; or

(b) I claim the following exemption (specify property and basis of exemption): _____

(2) From my property which is in the possession of a third party, I claim the following exemptions:

(a) my \$300 statutory exemption be _____ in cash; _____ in kind (specify the property to be set aside in kind): _____.

(b) other (specify the amount and the basis of the exemption): _____.

I request a prompt hearing to determine the exemption. Notice of the hearing should be given to me at the following address: _____

(_____) _____
Telephone Number

I verify that the statements made in this Claim for Exemption are true and correct. I understand that false statements herein are made subject to the penalties of 18 Pa.C.S. Section 4904 relating to unsworn falsification to authorities.

Date: _____
Defendant

THIS CLAIM TO BE FILED WITH
THE OFFICE OF THE SHERIFF
OF CLEARFIELD COUNTY COURT OF COMMON PLEAS
CLEARFIELD, PA 16830

(814)-76-5-26

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.)
Plaintiff) NO. 05 1028 CD
v.)
TINA M BALL)
Defendant(s))
CSB BANK)
Garnishee)

INTERROGATORIES IN ATTACHMENT EXECUTION

Filed on behalf of:
FORD MOTOR CREDIT CO.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.)
Plaintiff) NO. 05 1028 CD
v.)
TINA M BALL)
Defendant(s))
CSB BANK)
Garnishee)

**OFFICES OF PATERNAUDE & FELIX
BY: GREGG MORRIS, ESQUIRE
213 East Main St
Carnegie PA 15106
858-244-7675**

You are hereby notified to
plead to the enclosed
Interrogatories within 20
days from the date of
hereof or a default
judgment may be entered
against you.

Gregg Morris, Esquire
Attorney for Plaintiff

INTERROGATORIES IN ATTACHMENT EXECUTION

You are required to answer the following interrogatories about Defendant(s) whose address is 962 STRONGS RD., IRVONA PA 16656. You must file with the Court answers to the following interrogatories within twenty (20) days after service upon you. Failure to do so may result in a default judgment being entered against you. A copy of said answers must be served on the undersigned. If your answer to any of the following interrogatories is affirmative, specify the amount, value and/or nature of the subject property.

1. At the time you were served or at any subsequent time, did you owe the defendant(s) any money or were you liable to defendant(s) on any negotiable or other written instrument, or did defendant(s) claim that you owed them any money or were you liable to them for any reason? If yes, please specify as set forth herein.

2. At the time you were served, or at any subsequent time, was there in your possession, custody or control, or in joint possession, custody or control of yourself or others, any property of any nature owned solely or in party by the Defendant(s)? If yes, please list and describe the property.

3. At the time you were served, or at any subsequent time, did you hold legal title to any property or any nature owned solely or in part by the Defendant(s)? If yes please list and describe the property.

4. At the time you were served, or at any subsequent time, did you hold as fiduciary any property in which the Defendant(s) had an interest? If yes, please list and describe the property.

5. At any time before or after you were served, did the Defendant(s) transfer or deliver any property to you, or to any person, or place pursuant to your directions or consent? If yes, what was the consideration therefore?

6. At any time after you were served, did you pay, transfer, or deliver any money or property to the Defendant(s) or to any person or place pursuant to their direction, or otherwise discharge any claim of the Defendant(s) against you.

7. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which funds are deposited electronically on a recurring basis and which are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law? If so, identify each account and state the reason for the exemption, the amount being withheld under each exemption and the entity electronically depositing those funds on a recurring basis.

8. If you are a bank or other financial institution, at the time you were served or at any subsequent time did the defendant have funds on deposit in an account in which the funds on deposit, not including any otherwise exempt funds, did not exceed the amount of the general monetary exemption under 42 Pa.C.S. § 8123? If so, identify each account.

Respectfully submitted:
Patenaude & Felix, A.P.C.

Date: September 14, 2010

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

To Deputy 10/1/10

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA
NO: 05-1028-CD

FORD MOTOR CREDIT CO.

vs

TINA M. BALL

TO: CSB BANK, Garnishee

SERVICE # 1 OF 2

RUSH WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

SERVE BY: 12/17/2010 HEARING: PAGE: 107635

DEFENDANT: CSB BANK, Garnishee
ADDRESS: 434 STATE ST.
CURWENSVILLE, PA 16833

ALTERNATE ADDRESS

SERVE AND LEAVE WITH: GARNISHEE

CIRCLE IF THIS HIGHLIGHTED ADDRESS IS: VACANT

FILED

6/22/2010
OCT - 5 2010

OCCUPIED *William A. Shaw*
Prothonotary/Clerk of Courts

ATTEMPTS

SHERIFF'S RETURN

NOW, 10-5-2010 AT 11:18 AM / PM SERVED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE ON CSB BANK, Garnishee, DEFENDANT
BY HANDING TO Nancy Smeal, P.I.C.

A TRUE AND ATTESTED COPY OF THE ORIGINAL DOCUMENT AND MADE KNOW TO HIM / HER THE CONTENTS
THEREOF.

ADDRESS SERVED 434 STATE ST.
CURWENSVILLE, PA. 16833

NOW _____ AT _____ AM / PM POSTED THE WITHIN

WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE FOR CSB BANK, Garnishee

AT (ADDRESS) _____

NOW _____ AT _____ AM / PM AFTER DILIGENT SEARCH IN MY BAILIWICK,

I MAKE RETURN OF **NOT FOUND** AS TO CSB BANK, Garnishee

REASON UNABLE TO LOCATE _____

SWORN TO BEFORE ME THIS

____ DAY OF 2010

So Answers: CHESTER A. HAWKINS SHERIFF

BY:

James C. Davis
Deputy Signature
James E. Davis
Print Deputy Name

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

Dkt Pg. 107635

2 of 2

FORD MOTOR CREDIT CO.

NO. 05-1028-CD

-vs-

TINA M. BALL

WRIT OF EXECUTION/
INTERROGATORIES TO
GARNISHEE

TO: CSB BANK, Garnishee

SHERIFF'S RETURN

NOW OCTOBER 6, 2010 MAILED THE WITHIN:
PRAECIPE, WRIT NOTICE, WRIT, CLAIM FOR EXEMPTION, INTERROGATORIE
TO TINA M. BALL
AT: 962 STRONGS RD., IRVONA, PA. 16656
IN THE S.A.S.E.

FILED
S OCT 4 2010
OCT 07 2010 (60)
William A. Shaw
Prothonotary/Clerk of Courts

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY, PENNSYLVANIA

DOCKET # 107635
NO: 05-1028-CD
SERVICES 2
WRIT OF EXECUTION, INTERROGATORIES TO GARNISHEE

PLAINTIFF: FORD MOTOR CREDIT CO.

vs.

DEFENDANT: TINA M. BALL

TO: CSB BANK, Garnishee

SHERIFF RETURN

RETURN COSTS

Description	Paid By	CHECK #	AMOUNT
SURCHARGE	PATENAUME	37155	20.00
SHERIFF HAWKINS	PATENADUE	37155	30.44

Sworn to Before Me This

So Answers,

____ Day of _____ 2010



by Marilyn Harr

Chester A. Hawkins
Sheriff

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

Plaintiff

) NO. 05 1028 CD

v.

TINA M BALL

Defendant(s)

CSB BANK

Garnishee

WRIT OF EXECUTION

Filed on behalf of:
FORD MOTOR CREDIT CO.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.)

Plaintiff) NO. 05 1028 CD

v.)

TINA M BALL)

Defendant(s))

CSB BANK)

Garnishee)

WRIT OF EXECUTION

To the Sheriff of Clearfield County:

To satisfy the judgment, interest and costs against TINA M BALL, Defendant(s),

(1) You are directed to levy upon the property of the defendant(s) and to sell his interest therein;

(2) You are also directed to attach the property of the defendant(s) not levied upon in the possession of CSB BANK as Garnishee, and to notify garnishee that

(a) an attachment has issued;

(b) except as provided in paragraph (c), the garnishee is enjoined from paying any debt to or for the account of the defendant and from delivering any property of the defendant or otherwise disposing thereof;

(c) the attachment shall not include [any funds in an account of the defendant with a bank or other financial institution

(i) in which funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law, or] (i) the first \$10,000 of each account of the defendant in with a bank or other financial institution containing any funds which are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(ii) each account of the defendant with a bank or other financial institution in which funds on deposit exceed \$10,000 at any time if all funds are deposited electronically on a recurring basis and are identified as being funds that upon deposit are exempt from execution, levy or attachment under Pennsylvania or federal law.

(iii) any funds in an account of the defendant with a bank or other financial institution that total \$300 or less. If multiple accounts are attached, a total of \$300 in all accounts shall not be subject to levy and attachment as determined by the executing officer. The funds shall be set

aside pursuant to the defendant's general exemption provided in 42 Pa.C.S. 8123.

(3) If property of the defendant not levied upon and subject to attachment is found in the possession of anyone other than a named garnishee, you are directed to notify such person that he/she has been added as a garnishee and is enjoined as above stated.

<u>Amount due</u>	<u>\$13,270.56</u>
Interest from June 16, 2006	
At 6.00 % per annum	<u>\$2,315.97</u>
(Costs to be added)	<u>\$</u>

146.00 Prothonotary costs

Seal
BY 9/20/10

Prothonotary

Willie Blair
61

Received this writ this 20 day
September, A.D. 2010
3:00 A.M. (P.M.)

Chet A. Hawkins
Sheriff by Marilyn Hask

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.

)

Plaintiff

)

v.

)

TINA M BALL

)

Defendants(s)

)

CSB BANK

)

Garnishee

)

S FILED

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11-306
William A. Shaw
Prothonotary/Clerk of Courts

no 9C

**PRAECLPTE TO SETTLE
AND DISCONTINUE WITHOUT
PREJUDICE AS TO
GARNISHEE ONLY**

Filed on behalf of:
FORD MOTOR CREDIT CO.

Counsel of Record for This Party:

Gregg L. Morris, Esquire
Pa I.D. #69006

Patenaude & Felix, A.P.C.
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

IN THE COURT OF COMMON PLEAS OF CLEARFIELD COUNTY,
PENNSYLVANIA

FORD MOTOR CREDIT CO.)

Plaintiff) NO. 05 1028 CD

v.)

TINA M BALL)

Defendant(s))

)

**PRAECIPE TO SETTLE AND DISCONTINUE WITHOUT PREJUDICE AS TO
GARNIShee ONLY**

TO: Prothonotary

Please settle and discontinue the matter captioned above without prejudice as to
Garnishee only. Thank you.

Respectfully submitted:

Patenaude & Felix, A.P.C.

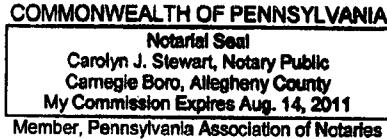
Date: October 22, 2010

Gregg L. Morris, Esquire
213 E. Main Street
Carnegie, PA 15106
(412) 429-7675

Sworn to and subscribed before me this

22 day of Oct., 2010.


Notary Public



I, GREGG MORRIS, attorney for Plaintiff, FORD MOTOR CREDIT CO., hereby certify that a true and correct of the foregoing document was served this date by US First Class Mail, postage prepaid upon the following:

CSB BANK
434 STATE ST
CURWENSVILLE PA 16833

Date: October 22, 2010

Gregg L. Morris, Esquire
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